

The Solicitors' Journal.

LONDON, AUGUST 16, 1862.

THE LAND TRANSFER ACT will soon be in active operation, and the Chancellor has already filled up two of the most important posts. At the head of the office (it is understood) will be Mr. B. S. Follett, Q.C., a name cherished in legal recollections, and of which the gentleman in question is no unworthy representative. A long and successful career at the Chancery Bar, (Mr. Follett was called in 1833), sufficiently testifies Mr. Follett's experience and capabilities. Indeed, it would have been difficult to have selected any member of the Inner Bar, on either side of Westminster Hall so well qualified for the office of Chief Registrar as he is. He has had great and varied experience in legal practice, and is learned not only in Equity, but also in Real Property law. These are indispensable qualifications; but Mr. Follett possesses also the strong recommendation of being remarkable both for pains-taking and patient attention to the minute details of business, and also for a courtesy of manner and accessibility which will be very desirable in the head of the legal department which is now being established. We understand that the second appointment in the Registration Office has been conferred on Mr. Holt, a conveyancer of about twelve years standing. The duties of a pure conveyancer are little calculated to parade his name before the world, and it is probable that to many who hear of this appointment it may occur as an objection that the Chancellor has not selected a man of extraordinary eminence. But it must be remembered that a conveyancer labours in the dark, and that the most intricate problems of title are worked out by men whose very existence is unknown to the general public. We are informed that Mr. Holt has for some years past had a very considerable practice as a conveyancer, and he is still so young as to be esteemed in the full vigour of manhood. Such a combination is much to be commended; for a conveyancer of experience is the person wanted for the place, and it is satisfactory to have found such a conveyancer with many years of active work still left in him. It is not intended, we believe, to fill up the remaining posts hurriedly, but to start on a scale commensurate with the amount of work which may be expected at the beginning, and to select suitable men from time to time as the exigencies of the service require. We understand that Mr. Follett and Mr. Holt are now in Dublin, having gone thither to make themselves acquainted with the system of registration which has so long existed in the sister kingdom.

THE VOLUNTEER SYSTEM (we must no longer call it by so fleeting a name as "the volunteer movement") has now become so thoroughly identified with our ordinary habits of acting and thinking, that any decision as to the rights or liabilities of a member of the force must be interesting to the public at large. Our readers will find elsewhere in our columns a report of a police case, in which Mr. J. W. Randall, a solicitor, was compelled to pay a certain subscription to the funds of the City of London Rifle Brigade, although he fondly imagined that he had resigned the honour of being a member of that corps some sixteen months previously. During that time three subscriptions of half-a-guinea had become due, and the corps claimed the amount of those subscriptions. It is of course well known that, under the 44 Geo. 3, c. 54, s. 51, double the amount of the subscriptions, fines, penalties, &c., actually due from any volunteer may be recovered on application to a magistrate, subject to a discretion with which the magistrate is entrusted (under certain limitations) to mitigate the fines and penalties, having

regard to the circumstances and situation of the party incurring the same. By sect. 31 of the same Act, any member may retire from the corps on giving fourteen days' notice to the commanding officer, provided that all his subscriptions, arrears of subscriptions, fines, and penalties have been fully paid up, and that certain regulations contained in the same section as to delivering up property of the corps have been duly complied with. Mr. Randall's case was as follows:—He considered that he had sent in his resignation in April, 1861, and it was admitted that he had fairly paid his subscriptions, &c., to the end of that month. The secretary of the corps affirmed, on the other hand, that the resignation had not then been received, and that on Mr. Randall's sending it in a year later, in consequence of repeated applications for his subscriptions, it could not be accepted in consequence of those subscriptions being in arrear. Believing Mr. Randall and the secretary of the London Rifle Brigade alike to be persons of respectability, we cannot hesitate to accept as correct the evidence on either side. The messenger or the post must have been in fault, and between the parties there was simply a misunderstanding. Mr. Randall had to pay one subscription, the limitation in Jervis's Act having relieved him from those which accrued due more than six months previous to the application. The magistrate urged the amicable adjustment of such claims as being a better course for all parties than bringing the matter before a magistrate, and consequently before the public. It must, however, be remembered that the authorities were in a difficult position, since if they had given up what appeared to be legally due to the corps, they might thereafter have been accused of fraud or neglect. Upon the whole, perhaps it is as well that all such points should be fairly brought *sub judice*, for the expense after all is not great, and it is better that the extent and limits of volunteer liabilities should be clearly ascertained by legal process than that they should become muddled and confused by a red-tape and back-parlour system of legislation.

OUR READERS ARE PROBABLY AWARE by this time that the strictures made in our last impression on the conduct of a police magistrate in admitting a person of the name of Jupp to bail were founded on an erroneous statement of the facts which appeared in the daily papers. It is now known that Jupp was not committed for the felony of rape, but for the misdemeanour of attempt to commit rape, so that the magistrate had no option in the matter, but was obliged to admit him to bail. How the mistake in the report arose, it is difficult to say; but as several of the morning papers concurred in the erroneous statement and in the subsequent recantation, we may presume that the circumstances were of a peculiar character. With this, however, we have nothing to do. We merely wish to set ourselves right by stating that Jupp was committed for a misdemeanour, and not for a felony, and that the magistrate, consequently, was innocent of the grave error of judgment which he appeared to us to have committed. Whether he was justified, in the face of the evidence brought forward, in committing the prisoner for the minor instead of the more serious offence, is a question of a still graver character; and it is one to which, at present, we are unable to supply a satisfactory answer.

THE CASE OF *Morgan v. Simpson*, noticed in our last impression, has had an immediate result in causing four other actions on the same ground to be settled. It was a case which had some interest, as showing the working of the loose *viva voce* contracts which are unfortunately in vogue among certain classes of our fellow citizens. Assuming the verdict—as we are in duty bound—to be a correct one, there is no doubt that it will have a salutary effect in deterring employers from endeavouring to take advantage of the supposed ignorance and helplessness of those who depend upon theatrical engagements for their subsistence, and are willing to stake the

prospects of a season on the word of honour of a thriving manager.

MR. W. R. HAVENS, who was recently removed by the Lord Chancellor from the commission of the peace for Essex, at the request of several of his brother magistrates, recently applied to Lord Palmerston to present a petition to the House of Commons, complaining of what he termed the Chancellor's arbitrary and unconstitutional conduct. In reply, Lord Palmerston's private secretary briefly intimated that his Lordship declined to present the petition. Mr. Havens retorted that Lord Palmerston had "failed in his duty," and next addressed the Earl of Derby, who declined becoming "the medium of bringing before the House of Lords grave charges against the highest law officer in the kingdom." Mr. Havens proceeded to inform Mr. Disraeli that Lord Palmerston had "failed in his duty," and claimed the "right of petition" at the hands of the right hon. gentleman. Mr. Disraeli vouchsafing no reply, Mr. Havens finally addressed himself to the Speaker, asking that distinguished functionary whether and in what manner he could enforce his "right of petition." The Speaker replied with grave courtesy:—"Sir,—I beg to acknowledge the receipt of your letter of the 26th. Every petition to the House of Commons must be presented by a member of the House. I have no doubt that there are many members who will be ready to present your petition if they shall have satisfied themselves that it is, according to the rules of the House, fit for presentation. The rules of the House give the widest latitude for the reception of petitions. I have the honour to be, Sir, your most obedient servant, J. EVELYN DENISON." Mr. Havens still appears, however, not to have established his "right of petition."

A MEMORIAL addressed to the Lords of the Treasury by more than 400 solicitors in Ireland, praying for a reduction of the stamp duties and fees charged in the Office for the Registration of Deeds in Ireland, appears amongst the Parliamentary papers recently issued. It appears that the memorialists, and those whom they represent, have been subjected to charges amounting altogether to £20,000 a-year. This sum comprises £12,000 paid in cash for fees, £5,000 for stamp duties on securities, attested copies, and other documents, and £3,000 for stamps of 5s. each on the registration of about 12,000 memorials every year. They observe that the cash fees are of so uncertain a character that they cannot be made available for any permanent operation tending to reduce existing arrears or improve the system, and they call upon the Government to enforce the 49th section of the Irish Registration Act, which exempts memorials and copies, as well as extracts from documents deposited in the office, and they claim to be relieved from the charges, as contrary to the manifest intentions of the Act. They urge that the remission of those expenses will facilitate the transfer of landed property, and that the Government will still have sufficient funds for the discharge of the public business. The return does not include the answer, if any, which the Government gave to the memorial.

WE UNDERSTAND THAT MESSRS. O'BYRNE have published or are about to publish a new directory, entitled "The Aristocracy of London." The plan of this work is to give more extended information as to the profession, family, &c., of each resident than any book of reference has hitherto done. Thus, we learn of a distinguished Chancery judge, that he has been M.P. for two boroughs, belongs to two aristocratic clubs, and has a seat on a delightful northern lake. Marriages and other family particulars are also put down, and we are informed in conclusion that the learned Vice-Chancellor's family "have been uniformly distinguished for their loyalty and services to the Crown from the contest at Flodden to the present time."

THE LONG VACATION commenced on the 10th inst.

and will be continued to the 24th October. An order has been made by the Lord Chancellor putting the officers of the Court of Bankruptcy on the same footing as the officers of the Court of Chancery. The offices in Bankruptcy, including the offices of the late Insolvent Debtors' Court, will be opened at eleven and closed at three o'clock, except on Saturday, when business will terminate at two o'clock.

SIR JOHN D. HARDING, D.C.L., has resigned the highly responsible and confidential office of Queen's Advocate, which he has held for ten years, having been selected in 1852, by Lord Derby, as successor to Sir John Dodson, who was made judge of the Arches Court on the occasion of the death of Sir Herbert Jenner Fust. Failing health is stated to be the cause of Sir John Harding's retirement, which places a valuable piece of patronage at the disposal of the present Government. It has been Sir John Harding's fate to advise the Government of the day on the international questions that arose during the Russian and Italian wars, on the affair of the *Charles et Georges*, and on the recent more momentous incident of the *Trent*.

MEDICAL EVIDENCE.

Medical gentlemen are undoubtedly either the most foolhardy, or the most unfortunate, of witnesses. They deem themselves to be called in as arbiters of life and death, as persons imbued with a mystic and recondite knowledge, as champions who cannot fail to carry all before them, since they wield weapons which no other mortal man dare touch. Yet no sooner do they find themselves face to face with a sharp cross-examiner than they are suddenly turned inside out, and their panoply of exclusive information is torn to shreds and tatters. The inquiry as to the state of mind of Mr. Wyndham is too recent to demand any lengthened allusion here. It must be in the memory of all our readers that eminent medical men and successful practitioners were called on both sides, and that either party might have gained a verdict at once if the jurymen could have closed their ears to all testimony but that of the doctors who supported that party's particular view. And what, after we forget how many weeks' turmoil, was the result of so much scientific marching and counter-marching? Simply this; that the jury had to form an opinion on the facts just as independently as if no doctors had been examined at all. It was evident, from the manner in which the evidence was given, that each medical witness, probably with the best and most honourable intentions, was endeavouring to extract facts from opinions instead of founding opinions upon facts. When the counsel on either side had torn off bit by bit the superficial coating of learned phrases, the plain story was pretty much the same that it would have been without medical intervention; and as two negatives are held to make an affirmative, so did two medical witnesses appear to amount to no evidence at all. No doubt this was the feeling of the learned Chancellor when, in a fit of desperation, he would fain have swept medical evidence for ever from such inquiries. Perhaps, however, the Commons decided wisely in refusing to ratify so comprehensive a sentence of exclusion. It would be dangerous to deprive ourselves of the assistance of professional opinions altogether, though it is desirable to devise some practical mode of keeping them within due bounds. A case is fresh within the memory of all, in which a man, condemned to death virtually on the scientific evidence of an eminent toxicologist, was pardoned by the Crown, apparently on the sole ground that theoretical conclusions had been mistaken by the jury for ascertained facts. We believe we are justified in saying that few persons believed in the innocence of the accused, and that none who believed him guilty would have deplored his death; but it was thought that the offence, however strongly suspected

was not even circumstantially proved; and it was deeply felt that no man's fate should depend on a series of probabilities emanating from Dr. Taylor's laboratory. On the other hand, it is but a few years since another man was tried, condemned, and executed amid the acclamations of millions on the scientific evidence mainly of this same Dr. Taylor. What is then the difference? Why does the public mind content itself with Dr. Taylor's evidence in one case and reject it without hesitation in another? Simply because we are willing to profit by the experience of the learned, but will not make ourselves the slaves of their opinions; because they are our servants and not our masters; because we know that it is for witnesses to state what they have seen, but for juries alone to draw the fearful inference.

It is singularly difficult to impress medical men with this view of the evidence of experts. Even the most experienced physicians seem to share the delusion that they are consulted as oracles and not called as mere medical witnesses. In the case of *Williamson v. The London and Brighton Railway Company*, tried before Mr. Baron Martin and a special jury, at Guildford, on the 11th inst., this weakness assumed a new and amusing form during the examination of a distinguished ex-president of the Royal College of Surgeons. The case was simple enough in itself, depending merely on the question whether the plaintiff was likely to recover from injuries received in the Clayton Tunnel accident in a few months, or whether it was probable that he would be incapacitated from active duties for six or eight years. The defendants had paid £400 into court, but the plaintiff claimed £2,000 compensation. The company, whose interest it was to show that the illness was not of a serious kind, insisted on producing witnesses who had not had an opportunity of examining the plaintiff, and these witnesses, especially the celebrated Mr. Lawrence, seem to think they knew much more about the matter than those who had watched the symptoms throughout. The learned judge interrupted Mr. Lawrence in an attempt to draw logical deductions from possibilities and presumptions, and desired him to confine himself to facts and his opinions on facts. Thus circumscribed, Mr. Lawrence stated that he thought the man might recover in a few months, or it might possibly be twelve months. The following little skirmish then took place:—

Mr. Serjeant Shee: Or twenty-four?—The witness could not undertake to say; it was a question of probability.—Mr. Serjeant Shee: Is it a guess?—Witness: That is an ugly word (a laugh). It is the best opinion I can form.—Mr. Serjeant Shee: Without knowing anything about it?—The witness repeated his last words.—Mr. Serjeant Shee: Your idea is that the plaintiff sustained a violent shake. Is not that a concussion, especially coupled with a blow on the spine?—The witness said it was difficult to form a judgment.—Mr. Serjeant Shee: You could not know what was the matter without seeing the man, nor know much about it even then?—Witness: No (laughter).

Perhaps the persons who called Mr. Lawrence as a witness were more to blame than himself for the ridiculous position in which he was thus placed; but he clearly made himself *particeps criminis* by disputing facts of which he had no actual knowledge, and by arrogantly pooh-pooh-ing the medical evidence of those who had personally inspected the patient. No doubt experts may express opinions founded on facts, but it is absurd to think they may upset facts by opinions. "The opinion," says Mr. J. W. Smith, "of witnesses possessing peculiar skill is admissible whenever the subject-matter of inquiry is such that inexperienced persons are unlikely to prove capable of forming a correct judgment on it without such assistance: in other words, when it so far partakes of the nature of a science as to require a course of previous habit or study in order

to the attainment of a knowledge of it."* "But where scientific men are called as witnesses they cannot give their opinions as to the general merits of the cause, but only their opinions upon the facts proved."† Such is the law as regards engineers, engravers, and all other scientific witnesses; and the medical profession will merely impair their usefulness and degrade their position if they endeavour to construct theoretical histories where the circumstances are already ascertained, and persist in claiming for shadowy conjecture a substantial position in the regions of solid fact.

CONSOLIDATION OF THE LAW OF COPYRIGHT.

No. VI.

(By EDWARD LLOYD, Esq., Barrister-at-Law.)

The Act which has within the last few days received the Royal assent must be regarded as a valuable addition to our law,—so far as the principle which it enunciates is concerned, whatever may be our opinion of it as a specimen of parliamentary draughting. It is mainly to the labours of the Society of Arts, as representing the interests of the whole body of artists, that we are indebted for this Act. Many difficulties had to be overcome in framing the measure in such a way as to ensure its passing through the committees of either House, and at the same time so as to meet the requirements of those mainly interested in obtaining a recognition of the principle it involves; on this account, therefore, it has, no doubt, been preferred to get the Act passed during this session, in however imperfect a form, leaving its amendment or consolidation with cognate branches of the law, to a future occasion. So far as the principle of the measure goes, no doubt the simplest course would have been by a short Act to add paintings, drawings, and photographs to the subjects already protected by the Engravings Acts; and again, as in latest of the Sculpture Acts, to provide that all such works of art should come within the provisions of the Registration of Designs Acts. What the objection to this course may have been it is somewhat difficult to see. That it arose from some feeling on the part of the body of artists, and not on any grounds of public convenience, I have very little doubt; for the law on the subject of engravings is by this time pretty well fixed, and we cannot but fear that the application of different terms to two subjects so intimately connected will be a source of confusion and litigation. In many respects the new Act is clear where the old statute law was not so. Those by whom it was drawn had the experience of the past to go by, and they have availed themselves of it. But in the process of amendment it has suffered severely, as I shall have to point out, and we can only hope that it may require so complete a reformation next session, that it will be found worth while to frame and pass a comprehensive Act for all works of art.

By the new Act (25 & 26 Vict. c. 68, s. 1) "the author, being a British subject or resident within the dominions of the Crown, of every original painting, drawing, and photograph, which shall be, or shall have been made either in the British dominions or elsewhere, and which shall not have been sold or disposed of before the commencement of the Act (July 29th, 1862), and his assigns shall have the sole and exclusive right of copying, engraving, reproducing, and multiplying such painting or drawing, and the design thereof, and such photograph, and the negative thereof, by any means, and of any size for the term of the natural life of such author, and seven years after his death." This is the definition of the proprietary right—the right of the author and his assigns. So far as we have yet gone it is stated broadly enough, getting rid of the distinction in the Engravings Acts, between the person who himself makes the design, and

* Smith's Leading Cases.

† Best's Principles of the Law of Evidence.

the person who procures it to be made by another from his invention. Some doubt, however, must be suggested by the word "original," introduced in committee by Lord Wensleydale. It seems almost as if this was intended to exclude the very important class of drawings made by an artist in the employment of an author or publisher, either in illustration of the writings of the author, or from natural objects at the suggestion of the publisher. According to *Jeffreys v. Baldwin*, Amb. 162, I should think the latter class of drawings would be excluded—a very important consideration for the illustrators and publishers of monthly magazines; while in the former class there must be room for much argument on the etymological meaning of the word "original." A further shade of doubt is thrown on the question by the introduction of those words in the remaining part of the same section which refer to drawings, &c., "made or executed for or on behalf of any other person, for a good or valuable consideration," as if it were intended here to make the very distinction to which I have called attention in the Engravings Act; besides which, it would certainly seem that all drawings coming within the latter description must be included in the expression "sold or disposed of" immediately preceding. It might, therefore, be argued that these words were intended to apply to the case of an artist's illustration of a literary work, and that the Act expressly provided for the protection of such drawings, so that the sense of the word "original" would, in the case of such drawings, be extended beyond its strict meaning. But in order to make clearer this and other inconsistencies, it will be necessary to give the remainder of this section verbatim. It runs thus, "*provided that when any painting or drawing, or the negative of any photograph, shall, for the first time after the passing of this Act, be sold or disposed of, or shall be made or executed for or on behalf of any other person, for a good or a valuable consideration, the person so selling or disposing of or making or executing the same shall not retain the copyright thereof, unless it be expressly secured to him by agreement in writing, signed at or before the time of such sale or disposition, by the vendee or assignee of such painting or drawing, or of such negative of a photograph, or by the person for or on whose behalf the same shall have been made or executed; but the copyright shall belong to the vendee or assignee of such painting or drawing, or of such negative of a photograph, or to the person for or on whose behalf the same shall have been made or executed; nor shall the vendee or assignee thereof be entitled to any such copyright, unless at or before the time of such sale or disposition, an agreement in writing, signed by the person so selling or disposing of the same, or by his agent duly authorised, shall have been made to that effect.*" Analysing this section we find that artists and their customers are divided into two corresponding classes—the person who sells or disposes of an original picture, drawing, or photograph, and the purchaser thereof; and, again, the person who (on commission) makes, and he who procures to be made, such a work. We find, further, that where, in the dealings between the second of these classes, no agreement as to the possession of the copyright is, on a first sale, made between the author and the person for whom the picture is made, the copyright will belong to the latter. Such, at least, is a possible construction of the clause, and the only one which gives it even a partial sense. For when we come to consider the rights of the parties in the first class, we find that unless the copyright is expressly reserved, the person selling or disposing of the picture will not retain it, but the copyright will belong to the purchaser, and yet (by the last member of the section) the purchaser will not be entitled to it, except by virtue of a special agreement. It would be impossible to conjecture how such a contradiction should have escaped notice, unless we went back to look at the successive stages of the bill. We then find a possible explanation.

As the bill stood when it first went into the committee of the Upper House, it provided that in one case the copyright should lapse. That is to say, that where no agreement was made between the vendor and the vendee or assignee, the former should "not retain the copyright," nor should the latter "be entitled to it." An element of confusion was first of all introduced in the distinction between "selling and disposing of" a picture, and "making or executing it" to order. So that by this Act it would seem that the expression "disposing of" could not properly be applied to a transaction of the latter class. Possibly it might be convenient to apply one rule to the case of a picture or drawing made on commission, and another to an original picture, and so the introduction of the affirmative clause became necessary: the mistake was in extending it to the case of a picture actually sold, and giving a copyright to the vendee or assignee which the following clause declares that he shall not be entitled to. Very likely in practice no difficulty will arise out of this contradiction. Where the copyright is worth anything, the parties will take care, on one side or the other, to have it properly reserved; it none the less remains a conspicuous blot on the face of the statute.

The second section very rightly enunciates the doctrine established by *De Beringer v. Wheble* and *Murray v. Heath* (*sup.* Sol. Jour. v. 6. p. 680), that it is no piracy to copy a work in which a copyright does not exist, or to make a picture *bonâ fide* from a natural scene or object. Sect. 3 enacts that copyrights under the Act shall be personal property, and regulates the assignment and licensing of it.

We find, again, in sect. 4, which relates to the registration of copyright under the Act, another curious slip. It provides that in the register shall be entered a memorandum of every copyright and of every subsequent assignment of it. It then proceeds to say, that "every such memorandum shall contain a statement of the date of such agreement or assignment." The mistake, of course, is the omission of the verbal antecedent to the words "such agreement;" since the copyright can, in fact, be transmitted only by agreement in writing—the sense of the antecedent is there; still the grammatical error is too glaring to escape notice. The latter part, however, of the same section involves an important question. This is a provision that no person "shall be entitled to the benefit of the Act, until registration;" and further that "no action shall be sustainable, nor any penalty, be recoverable, in respect of anything done before registration." I have before considered how far registration should be a condition precedent to the very existence of property in various works of invention; that it should be so is, I think, more consistent with the mutual rights of the author and the public. But however that may be, it must be of the highest importance that an Act which establishes this property in fresh subjects should clearly lay down the law on this point. Now that this clause does so, seems to me at least doubtful. If the first of the expressions I have quoted stood alone, little doubt would arise. For the proprietary right existing only by virtue of the Act (it is so stated in the preamble), registration is a condition precedent to obtaining any benefit, either in respect of the copyright property, or in respect of the specific penalties given by the Act. But the second expression seems to render it doubtful whether such was the intention of the Legislature; for it may be argued that this latter is only an explanation of the former part, and intended to restrict the words "benefit of the Act" to the provisions for recovering the specific penalties on a piracy. This view might be further supported by the last proviso of sect. 11, which reserves to any person aggrieved by an act forbidden in this statute any remedy to which he might be entitled at law or in equity; although these words might, perhaps more reasonably, be held to apply only to the offences defined by sect. 7.

Sect. 6 defines the piracy or "*injuria*" and the penalties for it—namely, forfeiture to the proprietor of the copyright, of £10 for every offence, and of the copies so piratically made. In form this section might perhaps be more simple, if, instead of making a distinction between "the author of any painting, &c., after having sold the copyright," and "any other person not being the proprietor for the time being of the copyright," it had merely said, "any person being the proprietor." We may also remark that the exhibition of any copy or imitation of a picture, &c., in which there is a subsisting copyright, is made an offence under the Act. Thus *Martin v. Wright*, 6 Sim. 297, is overruled, and pictures, &c., are, in another particular, put on a different footing with engravings, the rights in which must be held to be settled by that case. No doubt in the present day, when we find some pictures painted solely for exhibition and engraving, and large sums made by the mere exhibition, a reason exists for this provision, and the same considerations must show that it should also be extended, so as to give to engravings an equal protection with pictures.

The Courts.

SUMMER ASSIZES.

HOME CIRCUIT.

GUILDFORD.

(Before Mr. Baron MARTIN and a Special Jury.)

Aug. 12, 13.—*White v. Steele and Another*.—This was an action of prohibition, in which the plaintiff, an inhabitant of Plumstead, prayed a writ of prohibition to the churchwardens, to restrain them from enforcing a burial-ground rate, made at a vestry held in 1860. There had been a resolution at a previous vestry, in November, 1859, in favour of a rate for a new burial ground, under the Church Building Acts, allotting one-third for Dissenters. It turned out, however, that, under the Church Building Acts, this could not be done, and that the whole of the land must be for Churchmen. In January, 1860, therefore, another meeting was held, in order to rescind the former resolutions, and to substitute others under the Church Building Acts, and in accordance therewith a Dissenting party, comprising among others the plaintiff, a Mr. Fordham, a Mr. White, a Rev. Mr. McCrae, and others, attended with the object of opposing the rescinding of the former resolution and the passing of the substituted resolution. A stormy discussion ensued on the first resolution, on which Mr. McCrae moved an amendment for an adjournment, which was put from the chair, and declared to be carried. A poll was then demanded loudly by several persons, and a written demand of a poll signed by Fordham was, as alleged on the part of the plaintiff, handed to the chairman. It was not disputed that a poll had been demanded on the question of adjournment, but it was denied on the part of the churchwardens that a poll had been demanded on the original resolution or on the substituted resolution for the new ground under the Church Building Acts. The Court of Common Pleas had decided that, if a poll had been demanded on either of these two resolutions, the proceedings were irregular and the rate invalid. Hence the present trial, with a view to determine that question of fact, whether or not the poll had been demanded on those two resolutions or either of them.

Counsel having been heard and evidence given on both sides, Mr. Baron MARTIN summed up the case to the jury, and said no doubt it was a very important one. The Court of Common Pleas had decided that at common law, when a rate was to be imposed at a vestry, a ratepayer had the right to insist on a poll; and that if it was demanded and refused all that was done afterwards would be void. That, no doubt, was a very important matter; and the question of fact here to be determined was whether or not the poll had been demanded. There had been the evidence of a great many witnesses—persons of apparent respectability—who swore most positively that a poll had been demanded on both resolutions. That was a matter, certainly, on which it would appear difficult to suppose that there could have been any mistake. On the other side, there were a good many witnesses, also of undoubted respectability, to show that the poll had not been demanded on both or either of the resolutions. It might be that some of this

evidence, however, was confirmatory of that on the part of the plaintiff, at least as to one of the resolutions; and if the poll was demanded on either of them it would not be very material whether it had been demanded on the other. As regarded the evidence that the poll had not been demanded on either, the jury must bear in mind that mere negative evidence that a thing had not been done, or that the witnesses had not observed it done, was not so strong as affirmative and positive evidence that it had been done; and it might be that, as when the matter first arose it was supposed that a poll could not legally be demanded, no attention had been given to the demand for a poll. Indeed, in the Ecclesiastical Court it had been held that the poll in such a case could not be demanded. The Court of Common Pleas had since decided otherwise on the common law of the land, and hence the present question had arisen, on which it would be for the jury to decide as well as they could, amid all the difficulties of contradictory testimony. The learned Baron then went carefully through the whole of the evidence on both sides. The question for the jury was, whether on either of the resolutions there had been a demand for a poll. If so, the plaintiff was entitled to the verdict; if not, then the defendants.

The jury inquired whether the words "I demand a poll" were sufficient without writing.

The learned JUDGE said, clearly so; writing was not necessary.

The jury having retired to consider their verdict,

Counsel for the defendants desired to except to the ruling of the learned judge, on the ground that he ought to have left it to the jury whether the vicar had refused a poll or had heard the demand.

On the other hand, the plaintiff's counsel contended that his Lordship should have ruled that if the verdict should be for the plaintiff, then, under the statute of Will. 4, he was entitled to recover the costs of the suits which had been instituted in the ecclesiastical court.

The learned JUDGE said that on the latter point his opinion was rather against the plaintiff, as the ecclesiastical courts had decided in favour of the now defendants. But, if the plaintiff were entitled to the costs, he could have them. As to the exceptions tendered by the counsel on behalf of the defendants, he reserved the exception as to the point whether he ought to have left the question to the jury of the refusal of the poll by the vicar, but not as to whether he should have left it to the jury whether the vicar had heard the demand, for he considered that he had in effect already left that question to them, involved in the main question whether there had been a demand for a poll.

The jury retired, and after an absence of more than an hour returned into court, and stated that they were all agreed that there had been a demand for a poll, and that it had been heard but were not quite certain whether it had been heard as a demand.

The learned JUDGE put to them distinctly whether the vicar heard the demand.

The jury then said they were not quite agreed as to that.

The learned JUDGE said they must be, and must go back to consider it.

The jury then desired that the evidence of the vicar should be read to them.

The learned JUDGE read it to them from his notes.

The jury then said they were satisfied about it—i. e., that the vicar had heard the demand for a poll.

The learned JUDGE said that was a verdict for the plaintiff. There would be leave to the defendants to move the Court on the point taken.

MIDLAND CIRCUIT.

WARWICK.

Aug. 7.—The Commission was opened in this town to-day by the Lord Chief Justice and the Lord Chief Baron. There were nineteen causes entered for trial, six of which were marked for special juries.

NORTHERN CIRCUIT.

APLEYBY.

Aug. 9.—The commission was opened in this town this morning by Mr. Justice Mellor. Only two causes were entered for trial.

CARLISLE.

Aug. 6.—The commission was opened in this city to-day by Mr. Baron Wilde and Mr. Justice Mellor. There were nine causes entered for trial.

LANCASTER.

Aug. 11.—The commission was opened in this town to-day by Mr. Baron Wilde and Mr. Justice Melior. The cause list contained an entry of ten causes.

OXFORD CIRCUIT.
GLOUCESTER

Aug. 12.—The commission was opened in this city to-day by Mr. Justice Byles and Mr. Justice Blackburn. The cause list contained an entry of twenty-one causes, eleven of which were marked for special juries.

MONMOUTH.

Aug. 7.—The commission was opened in this town to-day by Mr. Justice Byles. The cause list contained an entry of only two causes.

WESTERN CIRCUIT.
WELLS.

Aug. 7.—The commission was opened in this city to-day by Mr. Justice Keating. The cause list contained an entry of fifteen causes, five of which were marked for special juries.

MANSION HOUSE POLICE COURT.

Aug. 13.—Mr. John Williams Randall, a solicitor, attended before Mr. Alderman Humphrey, on a summons obtained at the instance of Captain and Adjutant Ewens, of the City of London Rifle Brigade, and alleging that he, being an enrolled member of the corps, unlawfully neglected and refused to pay a certain sum due from him towards its necessary expenses.

The proceeding was instituted under a provision of the 44 Geo. 3. c. 54, passed for the regulation of yeomanry and volunteer corps, and was one of six summonses which had been granted against so many alleged defaulters in the brigade. The defendant was admitted on all hands to have been a very energetic and efficient member of the corps, but from want of time he had been obliged to withdraw from it.

Mr. Alfred Clearson, secretary to the brigade, deposed that the present demand of £1 11s. 6d. was made under the authority of the commanding officer in respect of three half-year's subscription at the rate of a guinea a year, due from the defendant from April, 1861 to October, 1862, and payable in advance in May and November.

Mr. Randall's defence was that, in his resignation as a member of the corps in April, 1861. He had given the complainant notice to produce the letter, but neither Captain Ewens nor Mr. Clearson, the secretary, acknowledged that the resignation had been received, though they would not under take to swear that it had not been sent in. By way of collateral proof of the resignation having been tendered in April, 1861, the defendant produced a copy of a letter written by him in April of the present year, in which he again stated his intention to resign. He added, in explanation, that he had been induced to send the second letter in consequence of having been repeatedly asked for his subscription to the corps, although as he submitted, he had ceased to be a member in April, 1861. It was admitted he had paid his subscription up to the 30th of April in that year.

On the other hand, Mr. Clearson produced the muster-roll of the corps to show that the defendant's name still remained upon it. Besides, it was contended that a notice to quit a volunteer corps was in itself insufficient, unless the member resigning paid up all subscriptions which might be then due from him. In support of this view the 31st section of 44 Geo. 3. c. 54, was cited, and which provides that no person shall be entitled to quit a corps without giving fourteen days' notice in writing of such his intention to the commanding officer or to some person appointed by him, and unless he shall have paid all subscriptions and arrears of subscription, and all fines and penalties incurred by him under any of the rules and regulations of the corps. The resignation, in fact, according to the secretary, was not accepted because the defendant had not paid up his subscription.

This being the contention, and it having been elicited that the three half-year's subscription in question were payable on the 1st of May, 1861, the 1st of November, 1861, and the 1st of May, 1862. Jervis's Act was quoted, which limits the time of making complaints and laying informations in certain cases to within six months after the subject-matter of the complaint or information shall have arisen.

Alderman HUMPHREY eventually ruled that the operation

of Jervis's Act excluded the first two half years' subscription from consideration, and he directed the defendant to pay the third, amounting to 10s. 6d., with costs. Then, addressing Captain Ewens, Mr. Clearson, and all persons concerned, the alderman kindly counselled them, for the sake of the brigade, of which the citizens were so justly proud, and having regard to the general well-being of the volunteer movement, to endeavour in future to settle these little differences amicably among themselves.

The rest of the summonses were adjourned for a month, with a view to private arrangement.

Parliament and Legislation.

HOUSE OF LORDS.

Thursday, August 7.

Parliament was prorogued by royal commission until Friday, the 24th of October.

The following bills received the royal assent:—

COPYHOLD, &c., COMMISSION BILL.

DIVORCE COURT BILL.

LUNACY REGULATION BILL.

COMPANIES, &c., BILL.

JURIES BILL.

COURT OF COMMON PLEAS (OFFICE FOR ACKNOWLEDGMENT OF DEEDS) BILL.

BANKRUPTCY ACT (1861) AMENDMENT BILL.

BURIAL BOARDS (MORTGAGE OF RATES) BILL.

CHARITY COMMISSIONERS JURISDICTION BILL.

LUNATIC LAW AMENDMENT BILL.

Recent Decisions.

PROMISE BY LETTER—SETTLEMENT—MISTAKE.

Sands v. Soden, V. C. K., 10 W. R. 765.

The general scope of the interference of the Court of Chancery in rectifying alleged mistakes in marriage settlements that have been preceded by articles may be thus stated. The Court will rectify a settlement in conformity with articles if such have preceded the settlement, and it contains a recital to the effect that it is made in pursuance of such heads of agreement. But, if there be no reference in the settlement, to previous articles, these become merged in the subsequent settlement, and thereby wholly lose their effect. The settlement will in such a case be considered as a new agreement not in any manner based upon the articles. There is, indeed, no class of instruments, in respect of which the Court will so readily interpose its aid as in the case of marriage settlements. The same wise policy of the law that has countenanced the subtraction of property from public commerce for a life or lives in being and twenty-one years after, in order to admit of a sufficient provision being made for an unborn family, has also influenced the Court of Chancery in rendering it prompt and astute in interfering in behalf of purchasers under a settlement. The Court, as it were, regards "a younger family" as persons not represented at the time when a provision is made for them. It is even more favourable to them than to devisees under a will, although a testator is usually so favoured as *inops consilii*. For it will not interfere in behalf of devisees, so as to infringe upon the rule in *Shelley's case* whereas it will readily do so in respect of purchasers under a settlement whenever there is any ground for its doing so by reason of the settlement referring to articles: *Trevor v. Trevor*, 1 Eq. Abr. 387; Vide *Ferne Con. Rem.* p. 90, to 113, 7th ed. by Butler. The interference of the Court in rectifying settlements is most usually required in order to constitute the father a tenant for life, and the first and other sons tenants in tail by purchase, just as is done in all properly drawn settlements. But it can hardly be necessary to state that the Court will also, on a proper case being made, rectify a settlement in respect of any other kind of limitation. The chief ground of its interference in all these cases is most usually mistake. This is most easily proved in respect of the non-applicability of the rule in *Shelley's case* to a limitation to the heir general or special, of the tenant for life, because the application of this rule would be incompatible with the main and primary scope of the settlement; but of course any other mistake, when proved, will be rectified by the Court.

Although it has been decided that marriage is not an act of

part performance so as to take a parol agreement out of the Statute of Frauds, yet, if there be any other act done, in pursuance of the marriage agreement, it will afford a substantial ground for the Court to enforce performance of the entire marriage contract. In *Hammersley v. De Biel*, 12 Cl. & Fin. 1, the law on this point is stated to be that if a representation is made by one party for the purpose of influencing the conduct of another, and acted on by him, it will in general be sufficient to entitle him to the assistance of a Court of Equity, for the purpose of realizing such representation. And so in proposals of marriage: if the parent or his agent deliberately holds out inducements to the suitor to celebrate the marriage, and he consents and celebrates it, believing it was intended that he should have the benefits so held out to him, a court of equity will give effect to the proposals. The law is thus laid down by Lord Cottenham in that case (p. 62). But we are strongly disposed to contest the accuracy of the proposition thus widely laid down. Surely, if marriage is not an act of part performance, an inducement to celebrate it must be acted upon in some other respect than by the mere performance of the marriage, in order to afford a basis for the jurisdiction of the Court. In *Hammersley v. De Biel* there was such an additional act of part performance, and, therefore, there can be no doubt of the soundness of the decision in that case. It is seldom, indeed, that the Court is called upon to execute a completely parol agreement in respect of marriage, without some note in writing, so that there is usually, besides the allegation of part performance, the additional ground of mistake in favour of the claim to the aid of the Court. In *Kay v. Brook*, 3 Sm. & Giff. 407, a father on a treaty for his son's marriage promised by letter to settle a sum of money forthwith, and to recognise his son in common with the rest of his family in the future provisions of his will. The sum of money was settled; and the marriage took place on the faith of the representation in the letter. By his will the testator made a substantial provision for his son, but much less than equal to those made for his other children. It was held by the Sir J. Stuart, V.C., that the promise was so vague as to the amount, that, consistently with it, the testator might have given all his property to a stranger, and that the promise was satisfied by the provision in the will and codicil. It is, as we have already observed, much easier to obtain the interference of the Court in respect of the rule in *Shelley's case* than in other cases of mistake. The present case, the facts of which were very similar to those in *Kay v. Brook*, exemplifies this view. A marriage being in contemplation, A. and B., the fathers of the parties, write to each other stating what they intend to do, and referring to there being a settlement. The settlement, which was executed in the Scotch form, contained no specific reference to the letters. Sir R. T. Kindersley, V.C., held that certain alleged allusions in the settlement to the letters did not constitute sufficient evidence of an intention that the settlement should be made in conformity with the terms of the letters, so as to afford ground for its rectification on the plea of mistake. A settlement, being as we have stated, a merger of any previous articles, it constitutes a new and independent agreement between the parties, unless it refers to the articles, in which case, of course, any variation in its terms from those of the articles will be rectified by the Court. The precise point determined by this case appears to be that there must be a distinct recital of or reference to articles, and not a mere general allusion to a previous treaty, in order to afford a basis for the intervention of the Court.

COMMON LAW.

BILL OF SALE—PROPERTY IN GRANTOR.

Holingsworth v. White and Others, Q. B., 10 W. R. 619.

It is requisite that two things should concur before the terms of the statute 17 & 18 Vict. c. 36, s. 1, may be considered to be complied with—namely, the apparent possession of the goods by the person who makes the bill of sale, and the lapse of twenty-one days within which the assignee must complete his title by filing such bill of sale, for it is enacted by that section that every bill of sale shall be filed within twenty-one days, otherwise it shall, as against all assignees in bankruptcy, insolvency, or sheriffs' officers, be void so far as regards the property in any personal chattels comprised therein, "which, after the expiration of the said period of twenty-one days, shall be in the possession or apparent possession of the person making such bill of sale." So in the case of *Marples v. Hartley*, 30 L. J. Q. B. 92, 9 W. R. 334, where considerably before the expiration of the twenty-one days the assignee had taken possession of goods under a bill of sale which had not been filed, it

was decided that as the assignee had not been in apparent possession for the term of "twenty-one days" the bill of sale did not require to be filed to give the assignee a good title to the goods in question.

In the present case three bills of sale had been executed at different times, assigning the same goods to the plaintiff. Before the last bill of sale had been executed the defendants seized the goods in question under a *fi. fa.* The third bill of sale was subsequently, and within twenty-one days from its execution, filed in accordance with the provisions of the above section of the Act. The Court of Queen's Bench held that the execution of each of the new bills of sale amounted to a redemption of the goods and a granting of an additional security, so that the first two bills having become annulled, the third operated, to all intents and purposes, as a valid security against the execution creditor, as the twenty-one days at the time of the seizure of the goods by such creditor had not then elapsed.

It was contended by the defendant in the present case, that the property in the goods in question passed by the first bill of sale, and that consequently the third bill of sale could pass no interest to the plaintiff, and the case was said to come within the principle of the decision in *Gadsden v. Barrow*, 9 Exch. 514, where a defendant who was an execution creditor was held to be entitled to defeat the plaintiff's title to seized goods under a bill of sale, on an interpleader issue, whether certain goods were the goods of the plaintiff, by proving a prior bill of sale of such goods to a third party. The Court, however, decided in accordance with *Marples v. Hartley*, as the execution of the new bill of sale had practically redeemed the property out of the grantee, and granted or afforded him an additional security.

Correspondence.

INDISPUTABLE POLICIES.

Permit me to offer a few remarks on the paragraph in your last number having reference to the case of *Heinekey v. The Scottish Widows' Fund Assurance Company*.

From the narrative you have given of the case, your readers will be apt to conclude that the Scottish Widows' Company were successful in defeating the claim of the assured on the strength of a clause peculiar to their policies, and not to be found in the policies of other life assurance companies; whereas the policies of life companies scarcely differ in expression, and the restrictive clause to which you refer, whereby a mere misstatement unaccompanied by fraud is made to annul a policy, is to be found in all ordinary policies, and it is only fair to the Scottish Widows Fund that any impression prejudicial to them and based on the assumption that their policies are peculiarly restrictive, should be removed.

On referring to the case, as reported in the Irish journals, it will be seen that the defendants adduced two separate pleas, the first, that there had been a mis-statement, not fraudulently made, in as far as the assured life was under disease at the date of the proposal of assurance, although he was not aware of it; and the second defence was, that the policy was obtained by fraud. After six days' investigation before the Chief Baron of Ireland, the result was findings by a special jury in favour of the defendants on the first plea, and in favour of the plaintiff on the second plea—a decision quite in unison with the settled law of England, Ireland, and Scotland, that under the warranty clause of ordinary policies any misstatement or error, whether innocently or fraudulently committed, will void the policy. Both plaintiff and defendants have evinced an unusual amount of courage in contesting a case from which it was scarcely possible either could reap any benefit, but which has led you to offer advice useful not only to lawyers but to the public.

ALEX. ROBERTSON.

The Indisputable Life Assurance Company of Scotland,
13, Queen-street, Edinburgh, 13th August.

MORTGAGE.—PRODUCTION OF DEEDS.

In reply to the enquiry of G. W., I enclose an extract from the points of practice adopted in 1842 by the Kent Law Society, and which has ever since been observed by its members.

M., OF M.

* That it is inconsistent with fair practice for the solicitor of a mortgagee to refuse an examination of the title deeds, with an abstract, on the ground that such abstract has not been

prepared by himself; or to refuse to furnish an abstract of any particular deeds in the possession of the mortgagee when an abstract of all the deeds is not required.

Foreign Tribunals and Jurisprudence.

FRANCE.

STATISTICS OF COMMERCIAL JUSTICE.

The newly-elected judges of the Tribunal of Commerce of Paris were recently duly installed, and M. Deniere, jun., was re-elected President. On taking his seat the new President delivered a speech, in which he reviewed the proceedings of the Tribunal during the past year, and afterwards read the usual detailed report, divided into three heads—judgments, bankruptcies, and trading companies—of which the following is a brief summary:—The number of causes remaining to be heard on the 1st of July, 1861, was 940, and the new ones introduced up to the 30th of June this year were 74,190, making a total of 75,130. Of these causes 43,570 were undefended, 21,302 were decided contradictorily, 3,882 were withdrawn, 5,604 were conciliated, and 772 remained to be heard. The number of causes in 1861-62 exceeded those of the preceding year by 6,526. The tribunal has heard 67 appeals from judgments given by the Councils of Prud'hommes; of this number 35 judgments were confirmed, 8 quashed, 8 conciliated, and 5 remain over. The appeals to the Imperial Court from judgments of the Tribunal were 860, which, with 667 remaining over from preceding years, make a total of 1,527. Of this number the judgments were confirmed in 463 cases, quashed in 144, while 207 were amicably settled without a hearing, and 814 remain undecided. The total number of bankruptcies declared in 1861-62 was 1,773, which, with the number remaining over from the preceding year, make a total of 2,944, of which 1,456 have been definitively settled by the payment of dividends ranging from 5 to 80 per cent. In 25 instances the debts were paid in full. The total amount paid into the hands of the officers of the Tribunal during the last year was 8,561,515*fr.* On the 30th of June the number of bankruptcies remaining over was 1,488. The total number of partnership deeds deposited with the registrar was 1,284, and 993 dissolutions of partnership had been noted during the year. The capital of existing companies *en commandite* is 74,756,000*fr.*, showed a decrease of 42,244,000*fr.* since 1859-60, a fact which would seem to prove that joint-stock companies are regarded by the public with less favour than formerly.

EVIDENCE OF POLICE OFFICERS.

The police has its recognised agents, who alone can give evidence in courts of justice. The secret police seconds the official police, puts it on the track of conspiracies and conspirators, and indicates the means of ascertaining the reality of the plots denounced. The official police avails itself of the information thus obtained. When it has verified the facts it gives evidence thereon, and states what it has seen and heard. This is the course always followed, and it is an inversion of the functions of the two services to produce in court evidence or information intended to remain secret. If that practice were allowed to prevail the accused would be judged on anonymous information. It is of no avail for the official agent to allege his conviction of the trustworthiness of those under him, for no proof can be given of the fact. The proceedings of French tribunals are public; but that publicity is lost if the witnesses are to remain in the background. They would then be returning to the secret trials of their old Parliaments. The tendency of modern laws is, on the contrary, to bring the accuser and the accused face to face; and that is in the present day an essential formality. It is not required that the police officer should name the agents who have aided him in his investigation: all that is wanted is that he should limit his deposition to facts within his own observation, and not adduce the testimony of any agent whom he is not prepared to produce. Such is the spirit of the law; it protects the sincerity of evidence, the publicity of judicial proceedings, and the free defence of the parties accused."

ACCIDENT.—COMPENSATION.

The Civil Tribunal of Paris recently gave judgment in an action brought by a man named Dumont, against a pastry-cook named Gru, under the following circumstances:—On the 30th of April, 1859, the defendant and his journeymen were dining in the back shop, when, from a noise heard in the chimney, they fancied it was on fire. One of his apprentices,

young Dumont, immediately knelt down to look up the chimney, and while in that position the defendant laid his hands on the young man's shoulders and pressed so heavily that the young man sank down with a cry of pain. From that time young Dumont suffered so much from the lous that he was unable to work, and after languishing two years, died at last in the Hospital Lariboisière. The plaintiff then brought an action for damages, and the Tribunal ordered an inquiry to be instituted, which resulted in establishing the fact that the young man's death was caused by the defendant's imprudence, though there was no reason to suppose that he meant to injure him. The Tribunal, in giving judgment, declared that, although the defendant did not intend to hurt the youth, he had been guilty of want of due precaution, and accordingly condemned him to pay the plaintiff 2,000*fr.* damages.

ITALY.

TURIN.—The Chamber of Deputies continue to pass a number of laws of a secondary interest, but for the most part urgent. The task of the Italian parliament is complicated by difficulties of detail which it is impossible for anyone not on the spot to form an idea of. The diversity in civil legislation and habits is a source of continual embarrassment. A stamp law, for instance, was established, which it was thought would have been everywhere accepted; but no one had thought of the procedure in such matters peculiar to the two Sicilies. In those provinces the Court of Cassation has no right to examine documents: it can only look at the judgment. Hence the necessity of prefacing a judgment by a narrative of the whole case, and in which the documents are copied from one end to the other. It may therefore be conceived what a quantity of paper would be thus covered, and to have every sheet stamped would be attended with an enormous expense. M. Raëli, an Italian deputy, and a very eminent man has proposed to simplify matters by having the judgments drawn up as in France and in Northern Italy; but the Neapolitans of the extreme left are violently in favour of the narratives.

SPAIN.

A Madrid letter in the *Gazette des Tribunaux* says:—"A singular case has just been brought before the tribunal of Valencia. A married lady of great personal attractions, and moving in the best circles of Valencia, was some time since taken to Barcelona by her husband and two of his brothers, and there confined in a lunatic asylum, in spite of all the resistance she could offer. As the necessary medical certificates had been obtained, the keeper of the asylum made no objection to taking charge of her. The unfortunate lady having some time after found means to escape and get back to Valencia, lodged a complaint against her husband, his brothers, and the doctors who signed the certificates, all of whom have just been condemned to twelve years' hard labour."

MEXICO.

The mode of administering justice—or, more properly speaking, injustice—is a crying evil here. The judges are selected for their political opinions, without the least regard to their qualifications. They receive no salary, because there is nothing wherewith to pay them; and, as they must live, it follows, as a matter of course, that the means of doing so must be extorted from one or other of the litigating parties. A poor man, however good his case, would never dream of going to law with a rich man. The thing would be an absurdity. The first point to be considered on the institution of a suit are, how is the judge to be influenced, what is his price, &c. Numberless instances might be mentioned where a judge has been known to have made up his mind in favour of one of the parties, but for a consideration has changed it and given a verdict for the opposite one. It is a matter of public notoriety that in nine cases out of ten the highest bidder gains the day. The manner in which justice is meted out to foreigners may be judged of by the following case:—

A short time ago an Italian, in possession of a small farm in the neighbourhood of Mexico, discharged one of his workmen for being drunk and idle. The following day the workman met him in a lonely spot, fell upon him, and gave him a tremendous beating. The Italian appealed to the magistrate of the place for protection, when the latter read the complainant a lecture upon the impropriety of his discharging a poor man who had to support a wife and family, and fined him ten dollars. The fine, of course, would have been pocketed by the judge—such is ever the case here. The Italian appealed

to Baron Wagner, who at once passed a note to Doblado upon the subject. Doblado promised that the matter should be looked into and set right. The Italian returned to his home. On the following day the judge, accompanied by three or four other persons, called upon the Italian and asked him whether it was his intention to pay the ten dollars fine, and upon being informed that the matter had been laid before the Government by Baron Wagner, the judge drew a pistol and fired at his head. The ball passed through his whiskers. The Italian made his escape, and appealed to the judge of Tambaya. This worthy, after shaking his head said, "Your complaint against the judge of Nonsalco for an assault is a mere personal matter, of which I can take no cognizance, but the ten dollars you were fined must be handed to me, and I will cite you for such a day to go into the merits of that part of the case." The poor Italian, staggered at this novel mode of administering justice, again had recourse to Baron Wagner, who passed a second note to Doblado, and this time received for answer "that as the Italians were not under his protection, he (Baron Wagner) had no right to interfere in the matter." The fine, however, was subsequently remitted and the magistrate held to bail.

LAW OF WAR AND NEUTRALITY.

At the last meeting of the Social Science Congress, held in London, a discussion took place as to the present state of international law as it affects the rights of belligerents and neutrals during war. M. Garnier Pages, a member of the Provisional Government of 1848 in France, delivered upon the occasion an eloquent address, of which the following is a translation:—

The pure air of liberty, which I breathe with delight on the hospitable soil of Great Britain, enraptures and agitates me. But your kind reception reassures me, and I am about to try, after the eminent English orators and authors, to say in my turn a few words upon one of the most important questions of modern times, maritime liberty during war. The world advances, civilization progresses, humanity approaches its goal, spirit subdues matter, everything is transformed under the life-giving breath of liberty and justice. Shall war alone preserve immutably its character of unmitigated extermination; extermination by sword, fire, sack, pillage, rape, carnage, famine, conflagration, and death? No! that cannot be. As light increases, war must be called upon to suffer successive modifications, until that terrible scourge has entirely disappeared from the globe.

History has left us the horrible descriptions of the wars of ancient times. The soul shudders with dread at those narratives of nations vanquished, transplanted, dispersed, reduced to slavery, or massacred; disappearing from the soil, leaving no memory of their passage over this earth but the ruins of razed towns.

In modern times we sometimes find the same slaughter, the same destruction of cities. But nevertheless a shade of transformation appears, slavery is changed into serfdom. Public opinion begins to penetrate to the surface, and to impose certain rules. The Palatinate, condemned to devastation, stains the memory of Louis XIV. and Louvois.

By degrees precedents and usages are collected by authors whose task is now obsolete. A kind of code of war and of peace becomes established amongst nations. It is called international law.

In international law there is the right of the belligerent and the right of the neutral.

War being declared, on good motives or bad pretences, international law authorises you to invade the enemy's territory, to pass over town and country like a torrent of fire, and to exterminate all that resists you. Hence this result of two nations attacked and conquered, the most cowardly, the one which defends itself least, is the most spared; and the bravest, the one which knows how to die for its country, is the most crushed. A town surrenders disgracefully, it is saved; a town defends itself courageously, it is put to the edge of the sword. These are the ethics of war! In this savage and barbarous law it is admitted that a city or a country may be reduced by famine. A name has been given to this mode of annihilation—blockade. There is land blockade and maritime blockade. Land blockade permits this. In a besieged town the defenders, to prolong a resistance useful for the safety of the country, find themselves under the cruel necessity of expelling the useless mouths—that is, the weak, the aged, the women, the children, the infirm, they believe it to be their right and duty. The besiegers, on their

part, believe it to be their right and duty to prevent them from leaving, and then a population, proscribed by both sides, placed between two fires, crowded into the trenches of the town, expires of distress, of cold, and of hunger. Atrocious holocaust, which bequeaths to the combatants the avenging typhus. Does not the heart of every good man revolt against such an expedient of war? Are, then, sword and fire not sufficient weapons, that famine must be added to them? If war and blockade on land present such pictures, maritime war and blockade offer still darker ones, and more fatal to the conqueror himself. Two enemies' fleets engage; the cannon thunders, the balls rain, the dead and wounded fall bravely; the ships blow up and sink into the vast abysses. In this struggle there is the grand and sublime spectacle of devotion to the country. But by the side of this you behold vessels disguising their flags, armed secretly, and hiding in their bosom bands of determined men, which lie in wait for their prey, and then throw themselves suddenly upon merchant vessels engaged in transporting the fruits of the soil or of labour; these they seize, plunder, and massacre the crews. In time of peace they are called pirates, in time of war cruisers. Here is another picture. Two nations have mutual relations of commerce, productive and fruitful for both. They send each other their vessels, richly laden with merchandise. Suddenly their governments declare war; and then what happens? Either these governments sequester the vessels of their allies, now become enemies, and mutually sell them or their own profit, to the detriment of the traders of both nations, or they grant a delay, during which the goods are unloaded and placed in the warehouses of the purchasers or of the bailees. The delay over, each nation hastens with its fleet to bombard the warehouses and burn the goods of its purchasers and bailees. The success is complete when the two fleets have destroyed everything, and made the purchasers on both sides insolvent. It is a mutual service which they render to their countrymen. This is not all. A maritime blockade is established. This is, first of all, the prohibition imposed by a nation, under pain of confiscation, on those who buy from it against coming to buy its own products, and on those who sell to it against furnishing it with the products it needs. Let us examine, as a case in point, what is now happening among a great and friendly nation. What are the two great fractions of that nation doing, whilst struggling one against the other? They establish both land and maritime blockades. Hence this fatal consequence for both: one is deprived of corn and other indispensable products, the other is deprived of cotton and tobacco—a loss on each side without any compensation. There is a yet sadder consequence. All commerce is forbidden with neutrals, and the Southern fraction carries the extravagance of passion so far as to burn its cotton rather than sell it to Europe. What does it hope from this senseless policy (whatever may be its right, which I do not wish to discuss)? To compel Europe to uphold it in its struggle and to recognise it. But does it not see, first, that it is committing suicide by forcing powerful and intelligent England to increase tenfold her production of cotton in India, and France to seek it on the fertile soil of her Algerine possessions? The impulse once given will not stop, and sooner or later the Southern fraction will bitterly regret having turned aside the source of its riches. Next, does it not see that to its design of forcing the people of Europe to recognise it there is an insurmountable obstacle? Slavery! Slavery, that sacrilege, that crime of high treason against humanity! While it seeks to break the bonds which fetter it, does it then not feel that it holds in its own chains a whole race? It presents itself before Europe with a mark of blood upon its brow. Let it efface this mark of Cain! Let it deliver, and it shall be delivered. But on the day on which it shall have healed this shameful wound, which will cause its death if it is not cauterised, it will no longer have any motive for separating itself from the great people of which it is one of the most active members. There will, therefore, be no repose or peace for it until it has redeemed itself. Its present sufferings are an expiation. It can only hope for the sympathies of Europe after it has purified itself. Never will Europe make herself the accomplice of its original error, slavery. But let us turn away our eyes from these sad examples, and pursue the demonstration of the fatal consequences of sea blockade to the rights of neutrals. These rights of neutrals are so obscure that lately two great nations were on the point of tearing each other to pieces, on account of a different interpretation put upon an incident

arising from the act of a single individual. Each party, in order to define its right, was obliged to consult its legal advisers; and the legal advisers, as is usual, gave it in favour of their own countrymen. Every author, every precedent, was examined and scrutinised; and the question became every day more and more obscure. Vessels were being armed, millions spent. Happily the distinguished statesmen who preside over the destinies of those two great nations gave the question a practical solution, and the tempest, ready to break forth, was calmed.

International law, the law of neutrality, ought then to be modified, transformed. There is a truer light than that drawn from the best and wisest writers: it is the light which comes from God and descends into the conscience. This light guided the English and French governments when, during the Crimean war, they respected the commercial town of Odessa. This light guides those nations who refuse the entry of their ports to privateers, and repulse them as if they brought the plague. The Congress of Paris has taken a first step in the way of regeneration. It must be more boldly trodden. That which an association so eminent as yours is called upon to claim, is maritime liberty during war. You have raised the question; it must be resolved. The scourge must be confined within ever-narrowing limits. Henceforth let private property on land and sea be respected by the belligerent parties! Let commerce never be interrupted. In the time of the Empire, Bonaparte replied to a sea blockade by a continental blockade. What was the result of these two monster blockades? England was oppressed with a debt of twenty-six thousand millions of francs, and Bonaparte died at Saint Helena. Let blockade be for ever banished and branded by the nations as a suicide. Let not the fear of warlike weapons being introduced be an argument. To a nation which knows how to die, weapons are never wanting to defend itself. Let the products of the soil and of labour circulate peacefully during the fiercest war. The nations most interested in adopting this new code of humanity are those which, like your own, create and trade the most. Is it not enough to let cannon reply to cannon, army to army? Or rather, let us transform the budgets of war into budgets of peace. Is it not deplorable that so many thousands millions should be lost in paying for the means of destruction, when so little is given to the means of production? Let the nations unite, concentrate, federate. Let the arbitration of the representatives of nations resolve difficulties before, and not after, the massacre. This is the wish I form in the midst of a great nation which understands all great ideas. To all the liberty which it practices and teaches to the world, let it add this new liberty, maritime liberty during war: and it will be blessed of God!

Public Companies.

REPORTS OF MEETINGS.

GLOUCESTER AND FOREST OF DEAN.

At the half-yearly meeting of this company, held on the 9th inst., a dividend of 12s. 6d. per share was declared for the past half-year.

LONDON AND BLACKWALL.

At the half-yearly meeting of this company, held on the 12th inst., a dividend, at the rate of £3 per cent., per annum, was declared for the past half-year.

MEDITERRANEAN EXTENSION TELEGRAPH.

At the half-yearly meeting of this company, held on the 7th inst., a dividend at the rate of 8 per cent. on the preference shares, and of 4 per cent. on the ordinary shares, was declared for the last half-year.

NORTH LONDON.

At the half-yearly meeting of this company, held on the 12th inst., a dividend at the rate of £2 10s. per cent. was declared for the past half-year.

NORTH STAFFORDSHIRE.

At the half-yearly meeting of this company, held on the 8th inst., a dividend at the rate of 3 per cent., per annum, was declared for the past half-year.

ROYSTON AND HITCHIN.

At the half-yearly meeting of this company, held on the

11th inst., a dividend at the rate of 6 per cent., per annum, was declared for the past half-year, less income tax of 9d. in the pound, and 1s. per £6 5s. stock for expenses of management of the Royston, Hitchin, and Shepreth Consolidated Stock.

SOUTH DURHAM AND LANCASHIRE UNION.

At the half-yearly meeting of this company held on the 5th inst., a dividend at the rate of 4 per cent. per annum was declared for the past half-year.

SOUTH YORKSHIRE.

At the annual meeting of this company, held on the 8th inst., a dividend of 5 per cent per annum was declared on the ordinary stock.

VICTORIA STATION AND PIMLICO.

At the half-yearly meeting of this company, held on the 7th inst., a dividend at the rate of 2 per cent. per annum was declared for the past half-year.

Births, Marriages, and Deaths.

BIRTHS.

BROWNE—On the 7th inst., at Grove-end-road, St. John's Wood, the wife of G. Leithold Browne, Esq., of the Norfolk Circuit, of a daughter. GRIFFITH—On the 3rd inst., in Dublin, at the house of her father, the wife of William Downes Griffith, of the Inner Temple, Esq., Barrister-at-Law, of a son.

MARRIAGES.

COLLIER—McNAIR—On the 12th inst., at St. Marylebone Church, by the Rev. W. F. Mothersole, M.A., Charles Frederick Collier, jun., Esq., of the Middle Temple, and formerly of Bombay, to Marian Eliza Mary, youngest daughter of the late Major Robert McNair, of Abbey-road, St. John's-wood.

DAVEY—DONKIN—On the 5th inst., at St. George's Church, Camberwell, by the Rev. Henry Rendall, rector of Great Rollright, Oxon, Horace Davey, M.A., Fellow of University College, Oxford, and of Lincoln's-inn, son of Peter Davey, Esq., to Louisa Hawes, daughter of the late John Donkin, Esq., of Ormond House, Old Kent-road.

FLEETWOOD—FORDE—On the 12th inst., at St. Michael's Church, Chester-square, Edward Fleetwood, only son of the late Edward Kempson, Esq., of the Middle Temple, Barrister-at-Law, to Frances Anne, youngest daughter of the late William Forde, Esq.

GOULD—HAMMERTON—On the 6th inst., at Todmorden, by the Rev. Joseph Gould, M.A., Charles Gould, of Sheffield, Solicitor, to Anne, eldest daughter of Thomas Edward Hammerton, Solicitor, Todmorden.

GREEN—GOLDWORTH—FURNES—GOLDWORTH—On the 7th inst., at Morningthorpe, Norfolk, by the Rev. E. N. Rolfe, the rector, Henry William Green, Esq., of Bristol, to Elizabeth, the eldest daughter; and, at the same time, John Furness, Esq., Solicitor, Long Stratton, to Phoebe, the youngest daughter of Alfred Goldworth, Esq., of Morningthorpe.

ORMOND—BROOKS—On the 7th inst., at Wantage, by the Rev. W. J. Butler, vicar of Wantage, assisted by the Rev. John Ormond, vicar of Great Kimble, Bucks, Edward Ormond, of Wantage, Solicitor, to Eliza Charlotte, daughter of the late John Brooks, Esq., of Stirlings, Wantage.

SMITH—PRITCHARD—On Thursday, the 31st ult., at the Cathedral, Manchester, by the Rev. George Huntington, M.A., George Smith, Esq., Solicitor, Leek, to Emma, only daughter of Joshua Pritchard, Esq., Hulme.

WOOD—HOOKE—On Thursday, the 7th inst., at Norton, by the Rev. Alfred Hooke, M.A., cousin of the bride, and the Rev. William Wood, M.A., incumbent of St. Paul's, Warrington, brother of the bridegroom, Charles Wood, Esq., of Lincoln's-inn, Barrister-at-Law, third son of John Wood, Esq., of York, to Sarah Sophia, third daughter of the late Benjamin Hooke, Esq., of Norton Hall, in the county of Worcester.

DEATHS.

BOWYER—On the 6th inst., Joseph Bowyer, Esq., of Gray's-Inn, aged 38. JAMES—On May 12, at Verulam, Natal, John Rees James, Esq., youngest son of the late Hugo James Esq., Attorney-General of Jamaica.

MADDOCK—On the 4th inst., at her residence, King's-cliffe, aged 76, Miss Maddock, sister of the late Henry Maddock, M.P., the Chancery Barrister, and aunt of Dr. Maddock, London.

London Gazette.

Professional Partnership Dissolved.

TUESDAY, Aug. 12, 1862.

Bartholomew, William, & Edward Brodribb Randall, Gray's-Inn, Middlesex, Attorneys and Solicitors. By mutual consent. Aug. 9.

Windings-up of Joint Stock Companies.

FRIDAY, Aug. 8, 1862.

UNLIMITED IN CHANCERY.

British Exchequer Life Assurance Company (Registered).—Vice-Chancellor Wood will, on Aug. 9 at 1, proceed to make a call on the contributors of this company for 10s. per share.

London and Birmingham Extension and Northampton, Daventry, Leamington, and Warwick Railway Company.—Vice-Chancellor Stuart doth hereby peremptorily order that a call of 10s. per share be made on all contributors of this company, on Aug. 31 at 12.

Times Fire Insurance Company.—The Master of the Rolls doth peremptorily order that a call of 5s. per share be made on all contributors of this company, on Sept. 15.

TUESDAY, Aug. 12, 1862.

British Provident Life and Fire Assurance Society (Registered).—Vice-Chancellor Kindersley doth order that a call of £5 per share be made on all contributors to this society, to be paid on or before Sept. 1 at 12, to William Turquand, Official Manager, 16 Tokenhouse-yd, London. Phoenix Life Assurance Company.—Vice-Chancellor Wood doth peremptorily order a call for £5 per share on all contributors of this company, to be paid on or before Sept. 1 at 12, to William Turquand, Official Manager, 16 Tokenhouse-yd, London.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Aug 8, 1862.

Bevis, Abraham, Charlton Horethorne, Somersetshire, and formerly of Poutington. Oct 6. Sol Melmoth, Sherborne, Dorsetshire.
Brennand, Harriet, formerly of Edwarde-sq, Kensington, Middlesex, but late of the Charterhouse, Spinst. Sept 12. Sols Harris & Moe, Bishopsgate Church-yard.
Canter, John Benjamin, Church-lane, St Michael, Bristol, Painter. Oct 5. Sol Henderson, 50 Broad-st, Bristol.
Cowell, Richard, East Harley, Yorkshire, Yeoman. Nov 1. Sol Richardson, Thirsk, Yorkshire.
De la Fargue, Louisa Maria, Ipswich, Suffolk, Widow. Sept 15. Sol Maude, 69 Mark-lane.
Green, Charles, Percy-villa, Nunhead, Surrey, Gent. Sept 1. H. C. Green, Percy-villa, Nunhead, and E. Clarke, Gresham-villa, Tudor-rd, Norwood, Surrey, Executors.
Henderson, James Henry, 31 Bloomsbury-sq, Middlesex, Esq. Oct 8. H. R. Henderson, 31 Bloomsbury-sq, Esq. Executor.
Hickley, James, 3 Norfolk-place, Shacklewell, Middlesex. Sept 25. Sol Twinberrow, 3 Lincoln's-inn-fields.
Hoblyn, Laura Frances, Cote Lodge, Westbury-upon-Trym, Gloucestershire, Widow. Oct 6. Sols Osborne, Ward, & Co., 41 Broad st, Bristol.
Llell, Elias, Clent Grove, Worcestershire, Spinst. Sept 15. Sols Harward & Shepherd, Stourbridge.
Llell, Mary, Clent Grove, Worcestershire, Spinst. Sept 15. Sols Harward & Shepherd, Stourbridge.
Mark, Joseph, Brampton, Cumberland, Spirit Merchant. Sept 1. Sol Forster, Brampton, Cumberland.
Massey, Richard, Moston Hall, Cheshire, Esq. Aug 25. Sols Helms & Parker.
Murphy, Adolphus, Staff College, Sandhurst, Berks, Esq. Sept 15. Sol Bertram, New Library-chambers, Temple.
Pegg, Robert, formerly of 11 Aldersgate-st, but late of 128 Wood-st, Cheap-side, London, Commercial Traveller. Sept 20. Sols Dod & Long-staffe, 19 Great Portland-st.

TUESDAY, Aug. 12, 1862.

Beeson, Richard, Leicester, Gent. Nov 10. Sol Spooner, Horsefair st, Leicester.
Blakiston, Mary, 7 Nassau-place, Commercial-rd East, Middlesex, Widow. Oct 1. Sols Lewis & Watson, 23 Clement's-lane, Lombard-st.
Brown, Fountain, formerly of Lytham, Lancashire, but late of Kenilworth, Warwickshire. Sept 1. Sol Hicks, Kenilworth or Warwick.
Dobson, Robert Ragueneau, 15 Bathwick-st, Bath. Sept 30. Sol White, 7 Southampton-st, Bloomsbury.
Ford, Mary, Cottage Grove, Kingsland, near Shrewsbury, Salop, Spinst. Sept 29. Sol Broughall, Shrewsbury.
Gritton, Margaret, formerly of the Cat Inn, Wordsley, Staffordshire, Widow and Intestper, and late of Stourbridge, Worcestershire, Widow. Nov 11. Sols Bernard & King, Stourbridge.
Jones, Lewis, Conduit-st, Bond-st, Middlesex. Oct 1. Sols R. & C. H. Hodgson, 10 Salisbury-st, Strand.
May, George Augustus, formerly residing at Haldon-house, Devonshire, but late of Holy Trinity, Exeter, Gent. Nov 9. Sols H. & B. I. Ford, 23 Southernhay, Exeter.
Thirle, William, Islington, Middlesex, Cowkeeper. Oct 1. Sols R. & C. H. Hodgson, 10 Salisbury-st, Strand.
Thwaites, Walter William, 14 Archibald-st, Campbell-rd, Bow, Middlesex, Gent. Oct 13. Sol Hill, 1 Bury-st, St Mary Axe, London.
Tidwell, Richard, Binfield, Berks, Gent. Oct 9. Sol Tidswell, 28 Bridge-row, Cannon-st.
Von Dieck, Heinrich, 9 Westbourne-grove, Bayswater, Middlesex, Chronometer Maker. Sept 8. E. T. Mackereil, 22 Thavies-inn, Holborn, and C. J. Broese, 157 Goswell-st, Executors.
Wangler, Luke, 15 Market-st, Oxford, Clock and Watch Maker. Sept 9.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Aug. 8, 1862.

Blencowe, Henry Prescott, Bath, Somersetshire, Esq. Oct 29. Blencowe v. Blencowe, V. C. Wood.
Budd, Mary, Calne, Wilts, Widow. Oct 29. Tuckey v. Henderson, M. R.
Caiger, Ann Elizabeth, 33 Harrison-st, Gray's-inn-lane, Middlesex, Widow. Nov 3. Waterhouse v. Wilkinson, V. C. Wood.
Fraser, William Talloch, Windsor-chambers, Great St. Helen's, London, and of 28 Gloucester-st, Hyde-park, Merchant. Nov 5. Leaf v. Fraser, M. R.
Goodfellow, Thomas, Tunstall, Staffordshire, Earthenware Manufacturer. Oct 29. Hose v. Hunt, Hunt v. Hose, M. R.
Jackson, Jabez, New City-chambers, Bishopsgate-st, and of 5 Compton-ter, Islington, Gent. Nov 12. In re Jackson, V. C. Stuart.
Sheldon, James, formerly of Upper Calcutta, Middlesex, but late of the Bull Inn, Bishopsgate-st Within, Esq. Oct 29. White v. Whiteway, M. R.
TUESDAY, Aug. 12, 1862.
Biggs, Harry, Stockton House, Wilts, Esq. Nov 21. Bond v. Biggs, V. C. Stuart.
Browning, Louisa, Highgate, Middlesex, Spinst. Nov 10. Chas v. Sturges, M. R.
Harris, Ann, South Cerney, Gloucestershire, Spinst. Oct 29. Wood v. Davis, M. R.
Goff, Ann, Beluze, Honduras, Spinst. Feb 4. Liddall v. Nicholson, V. C. Wood.

Hay, James Scott, late of Colombo, Ceylon, and of Bateman's-bldgs, Soho, Middlesex, Esq. Nov 29. Ramsay v. Hammond, V. C. Stuart.
Howard, William, Bath Hotel, Piccadilly, and 1 Victoria-st, Westminster, and Chipping Norton, Oxfordshire, Esq. Nov 10. Cole v. Howard, M. R.
Jones, Rev. John, Foy, Herefordshire, Clerk. Nov 3. Jones v. Jones, V. C. Wood.
Leeks, Frederick William, Sudbury, Suffolk, Innkeeper. Nov 1. Ardley v. Leeks, V. C. Stuart.
Neville, William, Fleet-st, London, Haberdasher. Nov 15. Collingburn v. Fielder, V. C. Kindersley.
Pool, Henry Batten, Road, Somersetshire, Esq. Oct 29. Sinkins v. Langford, M. R.
Reed, Robert Bell, Harrogate, Yorkshire. Nov 5. Cooper v. Reed, V. C. Wood.
Roe, Thomas, late of Temple-chambers, Fleet-st, London, and of 37 Doughty-st, Middlesex, Gent. Nov 1. Luckombe v. Saywell, V. C. Stuart.
Rosenbohm, Johann, 16 Somerset-st, Aldgate, Sugar Boiler. Oct 29. Gode v. Rosenbohm, M. R.
Spurway, Frederick Joseph Blake, formerly of Richmond, Surrey, afterwards of West Park-house, Ermington, Devonshire, Esq., and late of Spring Grove-park, Melverton, Somersetshire. Nov 5. Spurway v. Spurway, V. C. Wood.
Willan, Isabella Maria Douglas, formerly of Twyford Abbey, Middlesex, but late of Chichester, Widow. Nov 8. Willan v. Willan, M. R.
Woodrow, Lewis John, formerly of 18 Philipot-lane, and late of Jeffrey's-sq, London, and of Bristol, Merchant. Nov 13. Bevan v. Attorney-General, V. C. Stuart.

Assignments for Benefit of Creditors.

FRIDAY, Aug. 8, 1862.

Benn, Henry, Binbrooke, Lincolnshire, Draper. Aug 19. Sols Rhodes & Son.
Brunton, Robert, Weasenham, All Saints, Norfolk, Blacksmith and Licensed Victualler. July 12. Sol Sudd, jun, Norwich.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Aug. 8, 1862.

Barry, John Richard, 17 Albert-ter, Bayswater, Milliner. July 10. Assignment. Reg Aug 7.
Bedford, Joseph, Halifax, Wool and Waste Dealer. July 17. Conveyance. Reg Aug 4.
Blake, Richard Henry, Langport, Somersetshire, Attorney-at-Law. July 8. Conveyance. Reg Aug 4.
Bolton, Thomas, Monkswarmouth, Durham, Rope Maker. July 29. Conveyance. Reg Aug 7.
Carter, Thomas, Liverpool, Grocer. July 31. Composition. Reg Aug 6.
Duff, Robert Low, Chorwell, Lancashire, Manufacturer. July 10. Assignment. Reg Aug 7.
Duke, Robert Hippon, Buxton, Derbyshire, Timber Merchant. July 9. Conveyance. Reg Aug 5.
Fiedler, Julius Henry, 172 Aldersgate-st, Carpet Bag and Portmanteau Manufacturer. July 11. Composition. Reg Aug 5.
Guest, Henry, Sheffield, Brewer's Clerk. July 11. Conveyance. Reg Aug 7.
Hall, Charles, Laxfield, Suffolk, Farmer. July 9. Assignment. Reg Aug 5.
Lambert, Joseph, Bradford, Cloth and Shawl Manufacturer. July 14. Composition. Reg Aug 5.
Mills, Jesse, Acre, Oldham, Lancashire, Cotton Spinner. July 15. Assignment. Reg Aug 6.
Partridge, Thomas, Bull and Butcher Public House, Akely, Buckinghamshire, Publican. July 8. Assignment. Reg Aug 5.
Rogers, John, Ashton-under-Lyne, Lancashire, Brick Maker. July 11. Assignment. Reg Aug 7.
Skipworth, Rev. Thomas, Pickworth, Lincolnshire, Clerk. July 14. Composition. Reg Aug 7.
Stanley, John Bacon, Liverpool, Wine and Spirit Merchant. July 25. Composition. Reg Aug 7.
Storey, Elsdon, North Shields, Tynemouth, Northumberland, Ship Owner and Shipwright. July 10. Composition. Reg Aug 5.
Wilkinson, Joseph, Bradford, Upholsterer. July 12. Conveyance. Reg Aug 5.

TUESDAY, Aug. 12, 1862.

Bullen, John Richard, Maguire-st, Liverpool, Wine and Spirit Merchant. July 14. Assignment. Reg Aug 11.
Carr, William Hartley, Dewsbury Moor, Dewsbury, Yorkshire, Manufacturer. July 16. Assignment. Reg Aug 12.
Clarke, George, Kilmhurst, near Rotherham, Yorkshire, Joiner and Builder. July 14. Assignment. Reg Aug 9.
Dew, Thomas Richard, Beaumaris, Angles, Tanner. July 18. Assignment. Reg Aug 9.
Digby, John, Birch, Essex, Farmer. Aug 1. Assignment. Reg Aug 8.
Fisher, James Whiting, Lowestoft, Suffolk, General Shopkeeper. July 14. Assignment. Reg Aug 11.
Frankenstein, Jacob, 7 Liverpool-st, London, Merchant. Aug 6. Conveyance. Reg Aug 11.
Garside, William, Salford, Lancashire, Drysalter. July 16. Conveyance. Reg Aug 12.
Goodman, Lewis, Oxford-st, Middlesex, Linendraper. July 16. Composition. Reg Aug 12.
Hartley, Japheth, Leeds, Cloth Manufacturer. July 24. Assignment. Reg Aug 9.
Harvey, Henry, Littlehampton, Sussex, Shipbuilder. July 11. Composition. Reg Aug 7.
Hawes, William, 12 Hanover-st, Hanover-sq, Middlesex, Tailor. July 19. Conveyance. Reg Aug 8.
Hughes, Thomas, Bethesda, Llanlleched, Carnarvonshire, Shopkeeper. July 14. Conveyance. Reg Aug 9.
Light, Edwin, Old Charlton, Kent, Grocer. July 14. Composition. Reg Aug 9.
Morton, George, & John Morton, 9 Bigg-market, Newcastle-upon-Tyne, Grocers. July 12. Assignment. Reg Aug 8.
Provis, William, Jun, Camborne, Cornwall, General Merchant. July 17. Assignment. Reg Aug 11.

Richardson, George, 114 Goswell-st, St. Lukes, Middlesex, Hosiery. Aug 6 Composition. Reg Aug 12.
 Shaw, George, Russell-st, Manchester, Travelling Draper. July 17. Conveyance. Reg Aug 11.
 Stringer, Stephen, Nottingham-st, St. Marylebone, Middlesex, Coach Plater. July 24. Composition. Reg Aug 9.
 Ward, Nicholas, & James Hand Ward. Hincley Wharf, Leicestershire, Wharfingers. July 19. Assignment. Reg Aug 9.
 Wright, John, Leeds, Yorkshire, Paper Merchant. July 11. Conveyance. Reg Aug 8.

Bankrupts.

FRIDAY, AUG. 8, 1862.

Ainsworth, William Harrison, 32 Greenhalgh-ter, Travis-st, Manchester, Grocer. Pet Aug 2. Manchester, Aug 26 at 9.30. Sol Gardner, Manchester.
 Atherton, William, Ward-st, London-rd, Preston, Lancashire, Farmer. Pet Aug 2. Preston, Aug 30 at 10. Sol Lodge & Harris, Preston.
 Baker, Charles, 100 Long-ale, Sun-st, Finsbury, Middlesex, Baker. Pet Aug 6 (in forma pauperis). London, Aug 26 at 12. Sols Aldridge & Bromley, 46 Moorgate-st.
 Bancroft, Thomas, 1 High-st, Homerton, Dairyman. Pet Aug 6. London, Aug 26 at 12. Sol Drew, 4 New Basinghall-st.
 Barnaby, Alfred, 5 South-st, Isleworth, Middlesex, Boat and Barge Builder. Pet Aug 4. London, Aug 26 at 10. Sol Marshall, 36 Basinghall-st.
 Baxter, Charles Thomas, Uttoxeter, Staffordshire, Accountant Clerk. Pet Aug 6. Birmingham, Aug 22 at 12. Sols James & Knight, Birmingham.
 Boulton, Thomas, Hereford, Innkeeper. Pet Aug 7. Birmingham, Aug 25 at 12. Sols Underwood, Hereford, and Wright, Birmingham.
 Bray, Jonathan, 11 Jordan-well, Coventry, Grocer. Pet Aug 2. Coventry, Aug 26 at 3. Sol Smallbone, Coventry.
 Brooks, Henry, 1 Norris-st, Haymarket, Middlesex, Picture Frame Maker. Pet Aug 6. London, Aug 26 at 11. Sol Silvester, 18 Great Dover-st, Newington.
 Brown, Francis, Jun, Great Yarmouth, Norfolk, Fish Merchant. Pet Aug 6. London, Aug 26 at 10. Sols Treherne & White, 13 Barge-yard-chambers, Backlersbury, and Emerson, Norwich.
 Carruthers, William, 14 Garden-st, Bury, Lancashire, Travelling Draper. Pet July 28. Manchester, Aug 19 at 11. Sol Watson, 24 Union-sq, Bury.
 Dale, William, Kirmington, Lincolnshire, Tailor and Draper. Pet July 30. Brigg, Aug 22 at 11. Sol Brown, Lincoln.
 Darby, William, Netherdon, Dudley, Worcestershire, Commission Agent. Pet Aug 4. Dudley, Aug 21 at 11. Sol Maltby, Dudley.
 Davis, Edwin Price, Birmingham, Agent. Pet Aug 7. Birmingham, Aug 22 at 11. Sol Foster, Birmingham.
 Farrer, Edwin, Twyford, Hants, Bookseller. Pet Aug 4. London, Aug 26 at 10. Sol Drake, 13 Gresham-st.
 Fearn, Thomas James, 4 Warston-lane, Birmingham, Electro Plater. Pet Aug 4. Birmingham, Aug 18 at 12. Sol Forster, Birmingham.
 Fletcher, George, 147 Westgate-st, Gloucester, Grocer. Pet Aug 4. Gloucester, Aug 18 at 2. Sol Smallbridge, Gloucester.
 Francis, Frederick, Lincoln, Painter. Pet Aug 4. Lincoln, Aug 19 at 12. Sols Brown & Son, Lincoln.
 Goddard, Frederick William, 54 Coleman-st, London, Auctioneer. Pet Aug 6. London, Aug 26 at 11. Sol Phillips, 10 Old Jewry-chambers.
 Goodman, Abraham Levy, 51 York-st, Portman-sq, Commission Agent. Pet Aug 2. London, Aug 20 at 12. Sol Dobson, 1 James-st, Adelphi.
 Green, James, 4 Francis-st, Ashted, Birmingham. Pet Aug 6. Birmingham, Sept 29 at 10. Sol Duke, Birmingham.
 Grieves, James, 19 Poultry, London, Merchant. Pet Aug 2. London, Aug 20 at 12. Sols Wilkinson, Stevens, & Wilkinson, 4 Nicholas-lane, Lombard-st.
 Hatcock, William, Cookley, Wolverley, Worcestershire, Forgemaster. Pet Aug 6. Kidderminster, Aug 23 at 10. Sol Hallen, Kidderminster.
 Hawkesford, Joseph, Birmingham, Baker. Pet Aug 6. Birmingham, Aug 23 at 12. Sols Baker & Wright, Birmingham.
 Hepworth, George Augustus Hartlebury, Gloucester, Surgeon. Pet Aug 5. Gloucester, Aug 20 at 2. Sol Wilkes, Gloucester.
 Hersee, William, High-st, Peckham, Surrey, Builder. Pet Aug 4. London, Aug 18 at 11.30. Sol Hall, 23 Basinghall-st.
 Hetterley, John, Haigh-st, Leicester. July 23. Nottingham, Aug 26 at 11.30. Sol Maples, Nottingham.
 Holcson, Edward, Whittington, Lancashire, Shoemaker. Pet Aug 2. Kirkby Lonsdale, Aug 27 at 11. Sol Pearson, Kirkby Lonsdale.
 Holmes, Alfred, 12 King-st, Lower-rd, Islington, Middlesex, Mathematical Instrument Maker. Pet Aug 5. London, Aug 18 at 1.30. Sols Lewis & Sons, 7 Wilington-sq.
 Houghton, Frederick Burnett, Whitebrook, Llandogo, Monmouthshire, Paper Manufacturer. Pet Aug 5. Bristol, Aug 22 at 11. Sols Abbot, Lucas, & Leonard, Bristol.
 Hunt, John Alfred, & John Holland Doughty, Guildford, Surrey, Coal Merchants. Pet Aug 6. London, Aug 26 at 11. Sol Geach, 3 Great James-st, Bedford-row.
 Hunt, William, 186, Bromsgrove-st, Birmingham, Retail Brewer. Pet Aug 6. Birmingham, Sept 29 at 10. Sol Parry, Birmingham.
 Ing, Jesse Henry, 34 King David-lane, Shadwell, Middlesex, Dealer in Corn. Pet Aug 6. London, Aug 26 at 11. Sol Angell, 23 King-st, Guildhall.
 Jarrett, William Ranger, River Head, Seven Oaks, Kent, Coal and Flour Merchant. Pet Aug 4. London, Aug 18 at 1. Sol Cooper, 9 Charing-cross.
 Jones, John, 51 Sun-st, Birkenhead, Cheshire, Bookkeeper. Pet Aug 5. Birkenhead, Aug 20 at 10. Sol Goldrick, Liverpool.
 Junott, Charles James, Jun, Ann-st West, Widnes, Lancashire, Surgeon. Pet Aug 1. St Helen's, Aug 19 at 11. Sol Marsh, 15 Market-st.
 Keyse, James, Newport, Monmouthshire, Brewer. Pet June 23. Bristol, Aug 22 at 11. Sols Parnell & Brown, Bristol.
 Laurence, James, 1 Richee-st, Lime-st, General Merchant. Pet Aug 6 (in forma pauperis). London, Aug 26 at 12. Sols Aldridge & Bromley, 46 Moorgate-st.
 Lester, James, Cross-lane, Salford, Lancashire, Butcher. Pet July 31. Salford, Aug 20 at 10. Sol Swan, Manchester.
 Lea, Elizabeth, Bishop's Cleeve, Gloucestershire, Widow. Pet Aug 6. Winchcomb, Aug 23. Sol Boodle, Cheltenham.
 Long, Charles, 17 Queen's-rd, Bayswater, Glass Decorator. Pet Aug 1. London, Aug 20 at 1. Sol Bradley, 13 Berners-st, Oxford-st.
 Long, Joseph, Hay-st, Portsea, Hants, Marine Store Dealer. Pet Aug 2. Portsmouth, Aug 26 at 11. Sol Way, Portsea.
 Marriott, Thomas, 9 Gower-st, Hulme, Manchester, Foulterer. Pet Aug 6. Salford, Aug 30 at 10. Sol Stiles, Manchester.
 Moore, Jonathan, Wrexham, Denbighshire, Printer. Pet Aug 2. Wrexham, Aug 19 at 11. Sol Buckton, Wrexham.
 Morse, John, Jun, 8 Tottenham-pl, Tottenham-cr-rd, Carman. Pet Aug 5. London, Aug 26 at 10. Sol Hare, Old Jewry.
 Newman, Elizabeth, 6 Holly-hill, Hampstead, Middlesex, Widow. Pet Aug 5. London, Aug 18 at 1. Sol Ricketts, Carlton-chambers, Regent-st.
 Oldis, Edward, 9 Clarendon-gardens, Maida-hill, Paddington, Middlesex, Inspector of Railway Plant. Pet Aug 6. London, Aug 26 at 11. Sols Terrell & Chamberlain, 30 Basinghall-st.
 Owen, Evan, 3 Oak Tree-passage, Cheetham-lane, Cheetham, near Manchester, Laundryman. Pet Aug 1. Salford, Aug 30 at 10. Sol Marriott, Manchester.
 Perks, John, & Arthur Perks, Burton-upon-Trent, Staffordshire, Brewers. Pet July 28. Birmingham, Aug 25 at 12. Sols Richardson & Small, Burton-upon-Trent, and James & Knight, Birmingham.
 Read, John, Bourton, Dorsetshire, Blacksmith. Pet Aug 5. Shaftesbury, Aug 19 at 12. Sol Chitty, Shaftesbury.
 Rogers, Charles, Salisbury, Wilts, Grocer. Pet Aug 6. London, Aug 26 at 12. Sols Gregory & Rowcliffe, 1 Bedford-row, and Squirey & Whitman, Salisbury.
 Rogers, William, Ham-st, Orlestone, Kent, Baker. Pet July 15. Ashford, Aug 18 at 2. Sol Nimmer, Folkestone.
 Rule, George, 1 Pickard-st, City-rd, Middlesex, Slater and Slate Mason. Pet Aug 4 (in forma pauperis). London, Aug 18 at 2. Sol Aldridge, 46 Moorgate-st.
 Schallehn, Henry, 17 Holland-rd, Kensington, Middlesex, Professor of Music. Pet Aug 4. London, Aug 26 at 10. Sol Buchanan, 13 Basinghall-st.
 Semark, William, & David Procter, Paddock-wood, Kent, General Dealers. Pet Aug 7. Tonbridge Wells, Aug 22 at 12. Sol Peeverly, 19 Coleman-st, London.
 Shears, Daniel, Birmingham. Pet Aug 7. Birmingham, Aug 25 at 12. Sols James & Knight, Birmingham, and Harrison & Lewis, Old Jewry.
 Shorthose, William, Newcastle-under-Lyme, Staffordshire, Mercer. Pet Aug 2. Birmingham, Aug 22 at 12. Sols Litchfield, Newcastle-under-Lyme, and James & Knight, Birmingham.
 Siddall, John, Sackville-st, Buslingthorpe, near Leeds, Cloth Drawer. Pet Aug 2. Leeds, Aug 26 at 1. Sol Harie, Leeds.
 Stibbs, John, St George's, Gloucestershire, Quarryman. Pet July 28. Bristol, Aug 22 at 11. Sol Perrin, Bristol.
 Smith, William, 157 Deansgate, Manchester, Journeyman Baker. Pet Aug 2. Manchester, Aug 26 at 9.30. Sol Rawlinson, Manchester.
 Taylor, Robert, Brunswick-pl, Brompton, Middlesex, Hair Cutter. Pet Aug 6. London, Aug 26 at 11. Sols Ashurst, Son & Morris, 6 Old Jewry.
 Thompson, James Wood, Burwash, Sussex, Builder. Pet Aug 2. London, Aug 18 at 1. Sols Howard, Halse, & Trustam, 66 Paternoster-row.
 Thomson, Lydia Christina, 17 York-st, Portman-sq, Middlesex, Lodging-house-keeper. Pet Aug 8. London, Aug 26 at 10. Sols Allen, Nicol, & Allen, 88 Queen-st, Chapside.
 Thorp, William, Mapledurwell, Hampshire, Farmer. Pet Aug 2. London, Aug 18 at 1. Sol Lett, 44 Parliament-st.
 Todd, John, & Christopher William Todd, Milner-st, Brompton, Middlesex, Builders. Pet Aug 6. London, Aug 26 at 11. Sol Newman, 27 Walbrook.
 Torr, John George, Derwent-st, Derby, Wire Worker. Pet July 22. Derby, Aug 20 at 12. Sol Briggs, Derby.
 Ward, James, Cox-st, Coventry, Weaver's Mill and Harness Manufacturer. Pet Aug 4. Birmingham, Aug 22 at 12. Sol Foster, Birmingham.
 Watkins, William, 1 Vincent-terrace, River-terrace North, Islington, Carpenter and Builder. Pet Aug 5. London, Aug 26 at 12. Sol Holt, Quality-st, Chancery-lane.
 Whitworth, Edward, Melbourne-terrace, Farn-st, Salford, Maker-up. Pet July 31. Salford, Aug 30 at 10. Sol Swan, Manchester.
 Wilson, Robert, 3 Cowley-passage, Oxford, Commercial Traveller. Pet Aug 5. London, Aug 18 at 12.30. Sol Peeverly, 19 Coleman-st.
 Wood, John, 5 Milford-ter, Stoke Newington, Middlesex, Builder. Pet Aug 4 (in forma pauperis). London, Aug 18 at 1.30. Sol Aldridge, 46 Moorgate-st.
 Woodall, Solomon, Oldbury, Worcestershire, Grocer. Pet Aug 6. Birmingham, Aug 22 at 12. Sols Haves & Wright, Oldbury, and Hodgson & Allen, Birmingham.
 Woodhall, Joseph, Clayton-st, Tipton, Staffordshire, Journeyman Whitesmith. Pet Aug 4. Dudley, Aug 21 at 11. Sol Shakespeare, West-bromwich.

TEEDAY, AUG. 12, 1862.

Allen, William, Longton, Staffordshire, Carrier. Pet Aug 4. Birmingham, Sept 1 at 12. Sol Walford, Birmingham.
 Ashfield, Charles, Walton-rd, East Moulsey, Surrey, Journeyman Boot and Shoe Maker. Pet Aug 7 (in forma pauperis). London, Aug 26 at 1. Sols Aldridge & Bromley, 46 Moorgate-st.
 Bailey, John, Tonge, near Middleton, Lancashire, Thread Polisher. Pet Aug 8. Manchester, Aug 26 at 11. Sol Leigh, Manchester.
 Beck, Frank Erskine Stuart, Baker's-hill, Sheffield, Doctor of Medicine. Pet Aug 9. Sheffield, Aug 27 at 2. Sol Mason, York and Sheffield.
 Clark, William, Wakefield, Joiner and Builder. Pet Aug 9. Wakefield, Aug 27 at 11. Sol Gill, Wakefield.
 Clarkson, James, 27 Bottle-bank, Gateshead, Durham, Warehouseman. Pet Aug 7. Newcastle-upon-Tyne, Aug 22 at 12. Sol Joel, Newcastle-upon-Tyne.
 Clough, Benjamin, Izevate, Bradford, Yorkshire, Tin Plate Worker. Pet Aug 5. Bradford, Aug 23 at 10.30. Sol Hutchinson, Bradford.
 Collins, James, Cambridge-st, King's-cross, Middlesex, Oil and Colour Merchant. Pet Aug 8. London, Aug 27 at 11. Sol Mote, 33 Bucklersbury.
 Cotton, William, 26 Grange-rd, Kentish-town, Organist and Teacher of Music. Pet Aug 7. London, Aug 26 at 1. Sols Marshall & Son, 13 Hatton-garden.
 Crickett, William Robert, Margate, Kent, Bathing Assistant. Pet Aug 9. Margate, Aug 23 at 2. Sol Towns, Margate.
 Dart, James, Fleet-st, Torquay, Umbrella and Parasol Maker. Pet Aug 9. Newton Abbot, Aug 22 at 11. Sol Parsons, Shaldon and Torquay.

Davies, Effiah, Hanley, Staffordshire, Crate Maker. Pet Aug 2. Birmingham, Sept 1 at 12. Sols Challinor, Hanley, and Smith, Birmingham.

Dendy, Nicolas Joseph, Liverpool, Merchant. Pet Aug 7. Liverpool, Aug 23 at 11. Sol Banner, Liverpool.

Fawthrop, Frederick, & Joseph Hodgson, Bradford, Stuff Manufacturers. Pet Aug 8. Leeds, Aug 29 at 11. Sols Less & Senior, and Taylor, Jefferies, & Little, Bradford, and Bond & Barwick, Leeds.

Feltham, James, Eastgate-st, St Peter, Colebrook, Winchester, Licensed Victualler. Pet Aug 7. Winchester, Aug 21 at 11. Sol Bailey, Winchester.

Finch, Henry, 30 Sandwich-st, Burton-crescent, Middlesex, Journeyman Wheelwright. Pet Aug 8. London, Aug 26 at 1. Sol Pallen, 22 Chancery-lane.

Fogg, John, Scarborough, Innkeeper. Pet Aug 8. Leeds, Aug 29 at 11. Sol Anderson, York.

Freahney, Stephen, 9 Earl-st, Blackfriars, Licensed Beer Seller. Pet Aug 7. London, Aug 26 at 1. Sol Gosset, 4 Coleman-st.

Fursey, Thomas, Judges' Arms, Castle-lane, Southampton, Publican. Pet Aug 6. Southampton, Aug 25 at 12. Sol Mackey, Southampton.

Gage, Thomas, Lyme Regis, Dorsetshire, Butcher. Pet Aug 8. Axminster, Aug 23 at 1.30. Sol Tweed, Exeter.

Gedwin, Emily Mary, 30 Stanley-villas, St Luke, Chelsea, Spinster. Pet Aug 9. London, Aug 27 at 12. Sol Giles, 4 Bedford-row.

Goodyer, John, Weavers' Arms Inn, Hyton, Bulkington, Warwickshire, Licensed Victualler. Pet Aug 2. Newcastle, Aug 23 at 10. Sol Smallbone, Coventry.

Gonlborn, James William, 8 Hyde-st, Bloomsbury, Middlesex, Undertaker. Pet Aug 7. London, Aug 26 at 1. Sol Pittman, 94 Upper Stamford-st.

Grant, Peter, 4 Red Lion-sq, Middlesex, Printer. Pet Aug 8. London, Aug 27 at 11. Sols Lawrence, Piers, & Boyer, 14 Old Jerry-chambers.

Hall, Frederick, & William Hall, 36 Chester-st, Lower Kennington-lane, Lambeth, Builders. Pet Aug 9. London, Aug 27 at 12. Sol Silvester, 18 Great Dover-st, Newington.

Hill, John Allen, 5 Leicester-pl, Clifton, Bristol, Attorney-at-Law. Pet Aug 7. Bristol, Aug 23 at 1. Sol Sabine.

Jackson, Joseph, Huddersfield, Butcher. Pet Aug 6. Leeds, Aug 28 at 11. Sols Floyd & Leary, Huddersfield, and Bond & Barwick, Leeds.

Kenyon, John, Denton, Lancashire, Manufacturing Chemist. Pet Aug 7. Manchester, Aug 26 at 11. Sol Leigh, Manchester.

Lee, Thomas, High-st, West Cowes, Isle of Wight, Boot and Shoe Manufacturer. Pet Aug 9. London, Aug 27 at 12. Sols Paterson & Son, 7 Bouverie-st, Fleet-st, and Mackey, Southampton.

Lewis, David, Seaman's Arms, Quay-st, Haverfordwest, Licensed Victualler. Pet Aug 23. Haverfordwest, Aug 29 at 11. Sol Parry, Pembroke Dock.

Marchant, Robert, London-rd, Ore, near Hastings, Sussex, Butcher. Pet Aug 8. Hastings, Aug 26 at 11. Sol Savary, St Leonard's-on-Sea.

Martin, Edward, at Richard White's, Holly-place, Victoria-rd, Aston-park, justa Birmingham, Licensed Victualler. Pet Aug 6. Birmingham, Aug 29 at 11. Sol Duke, Birmingham.

Mercer, Henry, 41 Queen's-gardens, Brighton, Upholsterer. Pet Aug 6. Brighton, Aug 23 at 11. Sol Goodman, Brighton.

Middleton, Thomas, 3 Whitehouse-st, Westminster, Bristol, Tailor. Pet Aug 6. Bristol, Aug 23 at 12.30. Sols Clifton & Benson.

Moore, William, Blinderake, Cumberland, Grocer. Pet Aug 4. Cockermouth, Aug 27 at 11. Sol Ramsay, Cockermouth.

Morgan, Richard, St. Mary-st, Southampton, Tailor. Pet Aug 4. Southampton, Aug 25 at 12. Sol Mackey, Southampton.

Morton, Maurice Sewer, Church-gate, Hanging-ditch, Manchester, Corn Factor. Pet Aug 31. Manchester, Aug 23 at 12. Sol Storer, Manchester.

O'Neill, Charles Henry St. John, 100 Wellington-st, Gravesend, Kent, Wine Merchant. Pet Aug 1. London, Aug 22 at 11. Sol Holt, Quality-court, Chancery-lane.

Pady, George, St. Thomas the Apostle, Devonshire, Baker. Pet Aug 9. Exeter, Aug 23 at 11. Sol Flood, Exeter.

Pattinson, Isaac, Kewbeck, near Dearham, Bridokirk, Cumberland, Shoemaker. Pet Aug 2. Cockermouth, Aug 27 at 11. Sol Hayton, Cockermouth.

Pearson, George, Upper King-st, Southport, Lancashire, Tailor. July 14. Ormakirk, Aug 23 at 11.

Peters, James, Launceston, Tasmania, Merchant. Pet Aug 5. London, Aug 27 at 11. Sol Gordon, 57 Old Broad-st.

Phillips, Thomas, 35 Skinner-st, Snow-hill, London, Gas Engineer. Pet Aug 8. London, Aug 27 at 11. Sol George, 5 Sise-lane, Bucklers-bury.

Philips, George Henry, Barnard Castle, Durham, Draper. Pet Aug 24. Newcastle-upon-Tyne, Aug 23 at 12. Sols Sale, Worthington, & Co., Manchester.

Pidgeon, William, 4 Neptune-ter, Marine Town, Sheerness, Isle of Sheppey, Superannuated Master-at-Arms. July 18. Sheerness, Aug 22 at 12. Sol Morgan, Maidstone.

Piper, William, Beccles, Suffolk, Rope-maker. Pet Aug 9. Beccles, Aug 25 at 10. Sol Kent, Beccles.

Reynolds, John, Lavenham, Suffolk, Grocer. Pet Aug 2. Sudbury, Aug 24 at 12. Sol Gooday, Sudbury.

Rogers, Francis, Gloucester Cottage, Hotwells, Clifton, Bristol, Carpenter. Pet Aug 7. Bristol, Aug 23 at 1. Sol Watkins.

Ross, Nicholas, St. John's Mills, Sithney, Cornwall, Miller. Pet Aug 23. Helston, Aug 23 at 10. Sol Plomer, Helston.

Shepherd, Charles, 2 Lower Vaughton-st, Birmingham, Retailer of Beer. Pet Aug 8. Birmingham, Aug 27 at 12. Sol Barber, Birmingham.

Siddebottom, Alfred, 10 South-st, West-sq, Lambeth, Cobanizing Chemist. Pet Aug 7 (in forma pauperis). London, Aug 26 at 1. Sols Aldridge & Bromley, 46 Moorgate-st.

Sleath, John, Slagden, Bedfordshire, Farmer. Pet Aug 7. Bedford, Aug 21 at 12. Sol Whyley, Bedford.

Stoke, Thomas, 11 Union-place, Marylebone-rd, Middlesex, Lamp Seller. Pet Aug 8. London, Aug 27 at 12. Sol Cooper, 9 Charing-cross.

Sykes, John, William Sykes, & William Brooks, Oassit, near Wakefield, Corn Millers. Pet Aug 11. Leeds, Aug 29 at 11. Sols G. A. & W. Emaley, Leeds.

Tapping, Thomas, Walton-le-Dale, Lancashire. Pet Aug 6. Preston, Aug 30 at 10.30. Sols Cattle & Fryer.

Todd, John, 7 St. George's-pl, Camberwell, Surrey, Doctor of Medicine. Pet Aug 9. London, Aug 27 at 1. Sol Mordaunt, 14 Lincoln's-inn-fields.

Tripp, John, 17 Cross-st, Walworth, Surrey, Tallow Chandler. Pet Aug 2. London, Aug 26 at 18. Sol Board, 16 Bunschall-st.

Turner, Arthur, 1 St John's-pl, Prince-rd, Notting-hill, Journeyman Painter. Pet Aug 8. London, Aug 27 at 11. Sols Shaden & Oliver, 4 Sambrook-ct, Basinghall-st.

Turner, William, Helston, Cornwall, Mason. Pet Aug 2. Helston, Aug 22 at 10. Sol Plomer, Helston.

Verling, George, Church-st, Wimbledon, Surrey, Agricultural Labourer. Pet Aug 5 (in forma pauperis). London, Aug 22 at 11. Sol Aldridge, 46 Moorgate-st.

Vove, George Martin De la, Blomington Hall, Lee, Kent, Schoolmaster. Pet Aug 7. London, Aug 26 at 1. Sol Weeks, 1 Falcon-st.

Walker, Henry, Ashbourne, Derbyshire, Innkeeper. Pet Aug 9. Ashbourne, Sept 19 at 1. Sol Bagshaw, Uttoxeter.

Warbutter, Giles, 9 Model Lodging-houses, St George's-rd, Bristol, Beer Retailer. Pet Aug 8. Bristol, Aug 22 at 1.30. Sol Williams.

Whitehead, John, Guildford, Surrey, Currier. Pet Aug 6. London, Aug 27 at 11. Sol Marsden, 36 Walbrook.

Willington, John Russell, White Lion Hotel Tap, Broad-st, Bristol, Dealer in Wines. Pet Aug 8. Bristol, Aug 23 at 12.30. Sol Treasury.

Wills, William, Bine House, Byker-hill, Newcastle-upon-Tyne, Miller. Pet Aug 5. Newcastle, Aug 20 at 10. Sol Joel, Newcastle-upon-Tyne.

Woodbridge, William, 22 Morpeth-ter, South Hackney, Harrowe Maker. Pet Aug 9. London, Aug 27 at 12. Sol Silvester, 18 Gt Dover-st, Newington.

BANKRUPTCIES ANNULLED.

FRIDAY, Aug. 8, 1862.

De Brion, Henry, 29 Bedford-sq, Middlesex, Professor of Mathematics and Languages. March 18.

Lyons, George Joseph, Woodlands, Great Missenden, Buckinghamshire. Aug 5.

Raphael, Joseph, Howard's Coffee-house, 3 St James's-pl, Albain, Licensed Victualler, and of 30 Aldermanbury, General Merchant. Aug 5.

TUESDAY, Aug. 12, 1862.

Smith, George Silver, Water-lane, St John, Winchester, Painter, July 31.

Vauxhall-Gardens Estate, Lambeth, Surrey.

About eight acres of Freehold Building Land, free from land-tax, with immediate possession.

MESSRS. DRIVER are instructed to **SELL BY AUCTION**, at the MART, near the Bank of England, on **FRIDAY, AUGUST 23, at TWELVE for ONE, in 27 Lots** (by order of the Mortgagees under power of sale), about eight acres of **FREEHOLD BUILDING LAND**, situate in the parish of St. Mary, Lambeth, in the county of Surrey; comprising the site of the Royal Vauxhall-gardens, abutting on Kennington-lane, New Bridge-street, Vauxhall-walk, Goding-street, and Miller's-lane, and which has recently been opened and intersected by new roads, known as Auckland-street and Burnett-street. The Vauxhall Station on the South-Western Railway is immediately opposite the estate, giving facilities for ready access from all parts, either for passenger or goods, and a considerable value is imparted to the estate consequent on its proximity to the river Thames. The estate will be divided into lots eligible for the erection of dwelling-houses, with shops, residences for operatives, or for factories or other commercial purposes, and possesses several prominent plots, well adapted for a public-house, institutions, or other public buildings.

Particulars, with plans annexed, may be had at the public-house in the neighbourhood; at the Mart; at Messrs. KEMPSON & TROLLOPE, Solicitors, 31, Abingdon-street, Westminster; and of Messrs. DRIVER, Surveyors, Land Agents, and Auctioneers, 5, Whitehall, S.W.

POET'S CORNER, WESTMINSTER ABBEY.

Valuable Leasehold Residences, held under the Dean and Chapter of Westminster, producing £230 per annum.

MESSRS. DRIVER will **SELL BY AUCTION**, at the MART, near the Bank of England, on **FRIDAY, AUGUST 23** (unless previously disposed of by private contract), a very desirable **FREEHOLD ESTATE** (a portion being copyhold), known as **Stow Hall, Great and Little Martins, and Cold Norton Farms**, in the parishes of **Stow Newes and Cold Norton**, very conveniently situate, only about 10 miles from the capital market town of Chelmsford, seven from Malden, and a short distance from the navigable rivers Crouch and Blackwater, in the county of Essex, and comprising in the whole about 266 acres of productive arable, meadow, and pasture land, in convenient enclosures, with farm houses and agricultural buildings; let to and in the respective occupation of Messrs. Tiffin and Taylor and Mr. Fonkles, at rents amounting together to £216 per annum. Possession may be had of a great portion thereof at Michaelmas.

Particulars are preparing, and may be shortly had. In the meantime every information may be obtained at the offices of **ROBERT STILL, ESQ.**, Solicitor, 5, New-square, Lincoln's-inn; of Messrs. **THYNNE**, Land Agents, 11, Great George-street, Westminster; and of Messrs. **DRIVER**, Surveyors, Land Agents, and Auctioneers, 5, Whitehall, S.W.

ESSEX, near Chelmsford and Malden.

Capital Freehold Farms, with Homesteads and 205 Acres of Arable, Meadow, and Pasture Land, producing together £216 per annum. Possession may be had of about half at Michaelmas next.

MESSRS. DRIVER are directed to **SELL BY AUCTION**, at the MART, on **FRIDAY, AUGUST 23** (unless previously disposed of by private contract), a very desirable **FREEHOLD ESTATE** (a portion being copyhold), known as **Stow Hall, Great and Little Martins, and Cold Norton Farms**, in the parishes of **Stow Newes and Cold Norton**, very conveniently situate, only about 10 miles from the capital market town of Chelmsford, seven from Malden, and a short distance from the navigable rivers Crouch and Blackwater, in the county of Essex, and comprising in the whole about 266 acres of productive arable, meadow, and pasture land, in convenient enclosures, with farm houses and agricultural buildings; let to and in the respective occupation of Messrs. Tiffin and Taylor and Mr. Fonkles, at rents amounting together to £216 per annum. Possession may be had of a great portion thereof at Michaelmas.

Printed particulars and plans may be had at the principal inn in the neighbourhood; at the Auction Mart; of Messrs. **DRUCE & SONS**, Solicitors, Billiter-square, London; and of Messrs. **DRIVER**, Surveyors, Land Agents, and Auctioneers, No. 5, Whitehall, London, S.W.

TUNBRIDGE-WELLS.

Broomhill-bank, a highly desirable Freehold Property, comprising a most comfortable and gentlemanly stone-built residence, with about 80 acres of park-like and productive meadow and arable lands, including woods and plantations, interspersed with delightful walks, an ornamental evergreen and rhododendron bank sloping down to a pool, pleasure grounds, kitchen gardens, lawn, shrubbery, carriage drive, gardener's and coachman's cottages, laundry premises, farmyard, good coach-house and stabling, dog-henel, and all necessary out-door offices, the whole being situate near Rushall-common, within two miles of Tunbridge-wells. This desirable residential property is charmingly placed, and commands views of the rich surrounding scenery. The house and grounds are luxuriant. As a residential property it possesses advantages seldom to be met with, and, being in hand, possession can be had on completion of the purchase. A portion of the land might be advantageously devoted for the erection of first-class villas, for which it is peculiarly adapted.

MESSRS. DRIVER have (in consequence of the decease of the owner) received instructions to SELL by AUCTION, at the MART, on FRIDAY, AUGUST 29, in two lots, the above important FREEHOLD RESIDENTIAL PROPERTY.

Particulars and plans may be had of Messrs. WARD & MILLS, Solicitors, Gray's-inn-square, W.C.; of Mr. JULL, House Agent, Tunbridge-wells; at the Calverly and Swan Hotels, Tunbridge-wells; the Rose and Crown, Tunbridge; at the Auction Mart, London; and of Messrs. DRIVER, Surveyors, Land Agents, and Auctioneers, 5, Whitehall, London, S.W.

SOUTH DEVON.

Valuable Freehold Estates, desirably situate in the parish of Stokenham, within four miles of the market towns of Kingsbridge and Dodbrook, and about two miles from Torcross and Slapton Sands, comprising 148 acres, and producing £450 per annum.

MESSRS. DRIVER have received instructions to SELL by AUCTION, at the KING'S ARMS INN, KINGSBRIDGE, on SATURDAY, AUGUST 30, at TWELVE for ONE, in Ten Lots, several very desirable FREEHOLD PROPERTIES (chiefly land-tax redeemed), comprising the Will Estate, with farm-house, buildings, gardens, and orchards, containing 60a. 1r. 39p.; the Cotmore Estate, also with farm homestead, garden, orchards, &c., containing 52a. 3r. 20p.; the Molescombe and Hill-park Estates, containing 17a. 2r. 19p., including the Molescombe slate quarries, manager's residence, engine-house, and other buildings necessary for working the same, likewise some highly productive arable and grass lands, dwelling-houses, farm buildings, shops, cottages, gardens, orchards, and other properties in the village of Frogmore, parish of Sherford, upon the high turnpike road from Kingsbridge to Dartmouth, embracing in the whole 148a. 1r. 15p., and of the rental value of £450 per annum.

Particulars, with plans, may be had at the chief Inns in the neighbourhood; at the Auction Mart, London; of A. C. HOOK, Esq., Land Agent, 13a, Great George-street, Westminster; of W. A. GREATOREX, Esq., Solicitor, 57, Chancery-lane; J. IVIMEY, Esq., Solicitor, 8, Staple-inn; J. G. REYNELL, Esq., Solicitor, 8, Staple-inn; J. C. CARTER, Esq., Solicitor, 3, Bucklersbury; of T. W. WEYMOUTH, Esq., Solicitor, Kingsbridge, Devon; and of Messrs. DRIVER, Surveyors, Land Agents, and Auctioneers, 5, Whitehall, London, S.W.

Westminster.—Valuable Leasehold Estates, eligibly situate in and near Vincent-square, Westminster, and Vauxhall-bridge-road, Fimlico, held under the Dean and Chapter of Westminster, producing about £1,560 per annum.

MESSRS. DRIVER will SELL by AUCTION, at the MART, near the Bank of England, on FRIDAY, the 29th of AUGUST, in Eight Lots, some valuable and important LEASEHOLD ESTATES, comprising a terrace of six dwelling-houses, in Fynes-street, Vincent-square, Westminster; two genteel semi-detached villa residences, with good gardens, in Vincent-square; three houses, butcher's shop, and premises, in Chapter-street; 24 dwelling-houses, in Douglas-street; three houses and shops, in Regent-street; a cottage in Douglas-gardens; three tenements, in Frederick-street and Povey-court; and Rodman's iron yard and premises, in Vauxhall-bridge-road, Fimlico, producing together about £1,290 per annum; likewise some valuable improved ground rents (a portion with early reversion to the rack rents), amply secured upon property in and near Vincent-square, and Regent-street, Westminster, and Vauxhall-bridge-road, Fimlico, at present amounting to £275 ss. 10d. per annum, held by the vendor by lease from the Dean and Chapter of the Collegiate Church of St. Peter's, Westminster, for a term of 40 years, from Lady-day, 1861, at ground rents amounting to £37 Gs. 10d. per annum, and renewable according to usual custom.

Particulars and plans are preparing, and may be shortly had. In the meantime every information may be obtained of ROBERT STILL, Esq., Solicitor, 5, New-square, Lincoln's-inn; of Messrs. THYNNE, Land Agents, 11, Great George-street, Westminster; and of Messrs. DRIVER, Surveyors, Land Agents, and Auctioneers, 5, Whitehall, S.W.

NOTTING HILL.

Valuable Ground Rents of £35 per annum (equal to freehold), with Reversions to large Rentals in 23 and 47 years.

MESSRS. DEBENHAM & TEWSON will SELL at the MART, on WEDNESDAY, AUGUST 20, at TWELVE, in Two Lots, a GROUND RENT of £40 per annum, secured upon the extensive business premises, Nos. 105 and 107, High-street, Notting-Hill, occupied by Mr. Bryant, Linendraper, with the reversion to the rack rent of £120 per annum in less than 23 years; and a Ground Rent of £15 per annum, arising from three shops, Nos. 109, 111, and 113, High-street, occupied by Mr. Bryant, Messrs. Strother & Son, House Agents, and Mr. Davies, Fishmonger, with reversion to the rack rents of about £240 per annum in 47 years. The property is copyhold (but equal in value to freehold, the fine being certain and nominal).

Particulars of Messrs. HOLMER & ROBINSON, 38, Dowgate-hill; and of the Auctioneers, 60, Chapside.

Gray's-inn.—Three Sets of Chambers, well let, and offering secure and eligible investments.

MESSRS. DEBENHAM & TEWSON will SELL, at the MART, on WEDNESDAY, AUGUST 20, at TWELVE (unless previously disposed of by private contract), in lots, THREE SETS of CHAMBERS, being on the ground floor of No. 2, Verulam-buildings, and on the third floor of No. 7, South-square, and No. 5, Gray's-inn-square, producing rentals amounting to £155 per annum, and held from the Hon. Society of Gray's-inn at low ground rents, subject to the customary conditions and fines on renewal of leases. Full particulars at the Auction and Estate Offices, 80, Chapside.

NORTH DEVON.

The Buckland Filleigh Estate, extending over about 2,325 acres, in one of the most beautiful parts of North Devon.

MESSRS. NORTON, HOGGART, and TRIST have received instructions from the Executors of the late Llewellyn Llewellyn, Esq., to offer for SALE, at the AUCTION MART, on FRIDAY, AUGUST 29, at TWELVE, (unless previously disposed of by private contract), the BUCKLAND FILLEIGH ESTATE, a very fine residential and territorial property, situate about eight miles from Torrington, 14 from Okehampton, 36 from Exeter, 44 from Plymouth, 13 miles from the Bideford and 17 miles from the Eggesford Stations on the North Devon Railway. This valuable and important estate is within a ring fence, and, with the exceptions of the rectory and glebe, and the little rural church and churchyard, is almost without intersection of any other owner. It includes the whole of the parish of Buckland Filleigh, except a few fields, and parts of the adjoining parishes of Shebbear and Sheepwash. It comprises a domain of about 2,325 acres, including the finely-timbered park, with its picturesque lake of about three acres, containing carp and tench of great size, and it abounds in every variety of rich scenery, interspersed with ornamental woods and plantations of great celebrity, with green drives, three miles long, through the woods, the more distant landscape being bounded by the well-known ridge of Dartmoor. The mansion, principally constructed of stone, has been erected at great cost, and is of handsome elevation, with porticoes having massive granite pillars and two noble entrances, and it is certainly one of if not the best in the north of Devon. It is placed on rising ground, in the midst of the park, and is approached from the high roads by beautiful drives, one of them nearly a mile in length, from handsome lodge entrances. The accommodation consists of 12 bed chambers, most of them of large dimensions, with a lady's morning or music-room 30ft. by 18ft., approached by the gallery round the saloon, and having a very ornate ceiling and a balcony commanding extended views of the surrounding country, besides numerous servants' rooms, a grand suite of reception rooms of more than ordinary character, the three principal rooms, the drawing room, saloon, and library, being upwards of 100 feet in length, lofty and elegantly fitted up; the saloon and an entrance-hall, leading to this suite of rooms, being each lighted by a dome, and the saloon having a gallery round it, well adapted for pictures or statues. The oak room, 30ft. by 16ft.; dining room, 33ft. by 21ft.; breakfast parlour, and morning room; the servants' offices are all that can be desired for the comfort and convenience of a large family, with capital dry arched cellaring. The detached offices are in every variety, including an enclosed quadrangular court-yard, with excellent stabling for upwards of 20 horses, including loose boxes, a covered ride for hunters' exercise, standing for six carriages, harness room, &c.; coachman's house, brew-house, laundry, with fixed coppers, &c., and drying-yard. The whole supplied with excellent water, two large and productive walled gardens, with hot and succession houses, melon grounds, orchard, gardener's house, &c. The lands are divided into convenient enclosures of arable, pasture, and meadow, with farm-houses, farm buildings, cottages, &c. The woodcock shooting is some of the best in the county, and the woods and lands are admirably adapted for the preservation of game. The fox covers are of great repute, and there are excellent fishing and hunting. To any noblemen or gentlemen desiring a first-rate mansion, great extent of territory, beautiful woods, lands, and scenery, abundance of sporting in every variety in one of the most beautiful counties in England, the Buckland Filleigh estate presents an unusual degree of attraction. Possession of the mansion may be had on the completion of the purchase, and it is intended that the whole of the valuable timber and plantations shall be included in the sale.

Particulars and plans may be had at the Royal Hotel, Plymouth; the New London, Exeter; Lion, Barnstaple; White Hart, Okehampton; Commercial Inn, Bideford; Globe, Great Torrington; White Lion, Sheepwash; George, Hatherleigh; of W. M. HAGON, Esq., 31 Fenchurch-street; at the Mart; and of Messrs. NORTON, HOGGART, and TRIST, 62, Old Broad-street. N.B. The Black Torrington estate, near to the Buckland Filleigh, comprising about 2,027 acres, will be offered in a separate lot. See advertisement below.

NORTH DEVON.

The Black Torrington Estate, extending over about 2,027 acres, and near to the Buckland Filleigh Estate.

MESSRS. NORTON, HOGGART, & TRIST have received instructions from the executors of the late Llewellyn Llewellyn, Esq., to offer for SALE, at the MART, on FRIDAY, AUGUST 29, at TWELVE, in one lot (unless previously disposed of by private contract), the BLACK TORRINGTON ESTATE, a very valuable and important property, situate near to the Buckland Filleigh Estate, about 8 miles from Torrington, 14 from Okehampton, 36 from Exeter, 44 from Plymouth, 13 miles from the Bideford, and 17 miles from the Eggesford Stations on the North Devon Railway. It extends over upwards of 2,027 acres of arable, meadow, pasture, and wood land, with numerous farm houses, farm buildings, and cottages. A portion of the land is capable of being considerably improved by drainage and other modern alterations, materially improving the present income. The river Torridge, in which there is excellent fishing, bounds a portion of the estate, and the lands generally afford capital shooting.

Particulars and plans may be had at the Royal Hotel, Plymouth; the New London, Exeter; Lion, Barnstaple; White Hart, Okehampton; Commercial Inn, Bideford; Globe, Great Torrington; White Lion, Sheepwash; George, Hatherleigh; of W. M. HAGON, Esq., 31 Fenchurch-street; at the Mart; and of Messrs. NORTON, HOGGART, & TRIST, No. 62, Old Broad-street.

